Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CONTENTS.

VOL. XXXV., No. 38.

The Solicitors' Journal and Reporter.

LONDON, JULY 18, 1891.

CURRENT TOPICS.

A transfer to Mr. Justice Vaughan Williams of twelve actions was anticipated, but it is now understood it will not take place, as that learned judge will not be able, on his return from circuit, to take more chancery work than is comprised in the eighteen actions remaining in his list.

We are sorry to learn that Mr. Justice North is suffering from a severe attack of erysipelas on the head. The absence of this learned, careful, and efficient judge will cause great regret and considerable inconvenience to suitors. His work on Fridays, Saturdays, and Mondays will be taken by Mr. Justice Romer, but, nevertheless, six days a week of judge power will be lost to chancery suitors. After this week only twenty-one days of the present sittings remain.

We referred last week to the application for a charter for the establishment of a new teaching university of London, which has been for some time under the consideration of the Privy Council. As before stated, neither the Inns of Court nor the Council of Legal Education was represented, but Mr. Crackanthorpe, Q.C., and Mr. Fitzgerald appeared for the Incorporated Law Society, who desired, in the event of a faculty of law being established, to be represented on the senate. The matter was again before the Privy Council on Monday last, when the Earl of Selborne stated that as Mr. Rigby, on behalf of the promoters of the scheme, expressed willingness to at once introduce a faculty of law, four members might be added to the senate who should be elected by the legal faculty unless the Council of Legal Education and the Incorporated Law Society should both agree to come in, in which case each of those bodies would have the power to elect one member, the legal faculty having the power to elect two. We know that the Council of the Incorporated Law Society are willing and anxious to be represented on the senate of the new university, and we hope that the Council of Legal Education will co-operate with them in the matter, and agree to be represented.

We print elsewhere a letter from correspondents who, after pointing out that it is the common practice, on the sale of portions of leaseholds held under one lease at an entire rent, to carry out the same by assignment at an apportioned rent, with cross powers of distress and entry, ask whether the powers of distress are not void under the Bills of Sale Acts, 1878 and

1882? Probably the safest answer to our correspondents' question may be given in the words of 1 Key and Elphinstone's Comp., p. 560, note (*c*):—"It seems open to considerable doubt whether a power of distress given by way of indemnity in this and other similar cases is not affected by the Bills of Sale Act: see *Pulbrook* v. *Ashby*, 35 W. R. 779." Since the publication of that note *Stevens* v. *Marston* (39 W. R. 129) has been reported. This is a decision of the Court of Appeal in a case on all fours with *Pulbrook* v. *Ashby*. We cannot help thinking therefore that the doubt expressed by Messrs. Key and Elphinstone is not well founded, and that the power of distress is void. There appears, however, not to be any objection to the power of re-entry, which is not obnoxious to the Bills of Sale Acts. The reader must not, however, think that we advise him to leave out the power of distress; it can, if inserted, do no possible harm, and more than one recent decision has shewn the great danger of omitting the provisions sanctioned by the time-honoured practice of conveyancers on the ground that, in the opinion of the draftsman, a change in the law has rendered them useless. We may return to the subject hereafter.

A glance at the Statute Law Revision Bill seems to shew that Mr. H. H. Fowler and Sir Horace Davey have good grounds for scrutinizing somewhat closely the meaning of the word "unnecessary" when used to indicate the reason why statutes or parts of statutes are to be repealed. "The schedule," we are told in the note appended to the Bill, "is intended to comprise enactments which have ceased to be in force, otherwise than by express specific repeal, or have, by lapse of time or otherwise, become unnecessary." Statutes of the first class, those which have ceased to be in force, are again subdivided according as they are expired, spent, repealed in general terms, virtually repealed, superseded, or obsolete, and each of these terms is carefully defined. But on turning to the column in the schedule which gives the reason of repeal, we find that they are of infrequent occurrence as compared with the term "unnecessary." The schedule, it may be remarked, extends over 114 pages, and each page refers, on an average, to some four statutes. The number of statutes affected would thus seem to be from four to five hundred, and they cover the period from 1 & 2 Geo. 4 to 13 & 14 Vict. The justification for their repeal, or partial repeal, depends chiefly, then, upon the meaning assigned to the term "unnecessary," and the note already referred to says that, "for the purposes of the schedule, enactments are considered unnecessary where the provisions are of such a nature as not to require, at the present day, statutory authority." Considering that the repeals very largely affect preambles, the word is apparently used in some other sense also, as a preamble can hardly be said to contain any "provisions" at all. Of course, only the persons who have compiled the schedule can have any idea of its real effect, but Sir Horace Davey refers to the mode in which the Railway Clauses Act (8 & 9 Vict. c. 20) has been dealt with as an example of repeals to which he objects. His first point is the repeal of the preamble which governs sections 25 to 29, regulating drainage of lands in Ireland; and his second, the repeal of the preamble to section 90, the section which gives power to vary tolls, provided that they are charged equally under like circumstances. In these examples it may be admitted that he has discovered a somewhat too free reliance upon the term "unnecessary." Of course, it is possible that the words of the sections in question are so precise that no ambiguity can ever arise to justify a recourse to the preamble for guidance; but this is at least doubtful, and the commissioners would have been better advised not to incur the risk of introducing difficulties into statutes of frequent application. But it is easier to make objections than to offer a definition of the term in question which shall enable them to deal to any purpose with the enormous mass of legislation of the present reign.

There is much instruction to be gathered from *Re Jeffery, Burt* v. *Arnold* (39 W. R. 234; 1891, 1 Ch. 671). *First*, conveyancers learn by sad experience that it is not safe to trust to the construction universally placed on a statute by the most learned members of the profession. We somewhat wonder that the practice of conveyancers was not alluded to in the argument. There is the highest authority for saying that the received opinion of conveyancers ought to prevail even on the construction of a statute (see *per* Lord Hardwicke, C., in *Buckinghamshire* v. *Drury*, 2 Eden., at p. 64); "the settled practice of conveyancers is part of the common law," *per* James, L J. (*Re Ford and Hill*, 10 Ch. D., at p. 370); see also *per* Jessel, M.R. (*Re Athill*, 16 Ch. D., at p. 223), and *per* Lord Ellenborough, C.J. (*Isherwood* v. *Oldknow*, 3 M. & S., at p. 397); and we cannot help thinking that if the attention of the learned judge had been called to the uniform practice of conveyancers, his decision might have been different. *Secondly*, the case is also a warning to judges; it affords a striking example of the danger of allowing cases as reported in the *Weekly Notes* to be cited as authorities. The learned judge was of opinion that the case was governed by *Furneaux* v. *Rucker*, the only report of which is in the *Weekly Notes*. Unluckily, however, that report is incorrect (see *ante*, p. 572). *Thirdly*, the Council of Law Reporting may reconsider the policy of allowing cases involving points of law or of construction to be so briefly reported in the *Weekly Notes*. Reports of this description are often simply misleading. There is, we believe, growing up a profound dissatisfaction with the present system of reporting in the *Law Reports*. The *Weekly Notes* are a mere trap to the unwary, and the reports themselves omit cases of importance. For instance, the decisions in *Pulbrook* v. *Ashby* (35 W. R. 779) and *Stevens* v. *Marston* (39 W. R. 129), the latter a decision of the Court of Appeal, are of great importance, as they throw considerable doubt on the operation of powers of distress given by way of indemnity, even if they do not conclusively shew that such powers are void. Why are these cases not reported in the *Law Reports?*

Two or three weeks ago a member of the Council of the Incorporated Law Society, for whose opinion we have an unfeigned respect, took the opportunity of a festive dinner to utter a good-natured growl about the criticism to which the council were subjected. They had, he said, "often to submit to criticism which the members of the council felt to be unjust and undeserved, and in this connection he might refer to a criticism which had lately appeared. It did not answer for the council to publish to the world exactly all the motives which led them to adopt a certain course. But they might depend upon it that there was no important question affecting the profession but was carefully considered at the table of the council, and round that table were men of the highest eminence in the profession to which he had the honour to belong, and he wanted to assure them that every question brought before them was carefully considered, and that they did the best according to their judgment, and in that judgment every member did not always agree." We do not know what the particular criticism might be to which reference was made; but we think we shall be pardoned if we ask the real opinion of the speaker (who is a pre-eminently fair-minded man) upon the following circumstances. Let us suppose that a question has been brought before Parliament affecting most materially the interests of the doctors. The various district organizations of the doctors are urgent in demanding that it should be opposed. Nearly all of them issue statements shewing the evil effects of the proposed change. The chief representative society of doctors issues no statement; presents no petition to Parliament; does nothing but prepare amendments to the measure; and in its annual report it devotes about half a page to the measure, stating that "the council see no reason to depart from the opinion they expressed last year on the general policy of the Bill, to the effect that if it were passed the result would be [stating some of the evils of the proposed measure]. Acting, however, on the best information they could obtain, the council decided not to present a petition against the Bill in the House of Commons, but to press for amendments if it should get into Committee." What we want to ask is, whether, under these circumstances, the speaker at the recent dinner would consider that the representative medical society's course of action was or was not fairly open to criticism on the part of the doctors they existed to represent?

An interesting article on the case of *Vagliano* v. *The Bank of*

England is contributed by Judge CHALMERS to the current number of the *Law Quarterly Review*, in which he thus sums up the diversity of judicial opinion which it evoked:—"The court of first instance decided in favour of the plaintiff. This decision was affirmed by the Court of Appeal by a majority of five to one. On final appeal to the House of Lords the decisions of the courts below were reversed, and judgment was given in favour of the defendants by a majority of six to two. Although the plaintiff has lost the day he may still derive a melancholy satisfaction from the knowledge that eight judges out of fifteen have given opinions in his favour, and that the seven who were adverse to him by no means agreed as to the grounds on which his claim should be defeated." His honour considers, however, that the judgment of Lord HERSCHELL, which was supported by the opinions of Lords WATSON, MACNAGHTEN, and MORRIS, puts the matter on a sound basis. This rested solely on the construction to be given to the term "fictitious" in section 7, sub-section (3), of the Bills of Exchange Act, 1882, which enacts that "where the payee is a fictitious or non-existing person, the Bill may be treated as payable to bearer." It is difficult at first sight to resist the argument of Lord BRAMWELL and Lord FIELD, that where the name of a real person, known to the acceptor and intended to be recognized by him, is inserted as payee, such a person cannot be regarded as fictitious. The way out of the difficulty is to lay stress on the fact that he is named solely for the purpose of marking him out as payee, that is, as the person to whom the bill is payable. If, then, the bill is a mere forgery and payable to no one, it follows that the payee must be also a mere fiction, for though the person whose name is used does in fact exist, yet he is fictitious in so far as he is a payee. In the words of Judge CHALMERS:—"The test is this—was the bill in fact payable to any existing person? If not, the name inserted was a mere *nominis umbra*, and the payee was a fictitious person." Assuming this to be the correct solution of the puzzle, the rest is then easy. By the terms of the sub-section the bill is payable to bearer, and the Court of Appeal were wrong in importing into them the qualification existing in the former law, that it is only payable to bearer *as against a party with notice of the fact that the payee is fictitious.*

BUT JUDGE CHALMERS is dissatisfied with the casual advantage which the bankers have thus gained, and he thinks that the time has now come when the payor should be relieved of the risk which the rule of the common law throws upon him. According to this he is bound to pay the bill to a person who can give a good discharge for it, and if he pays it to anyone else he is liable to pay over again to the person entitled. Of course certain statutory exceptions have been introduced, and a banker is not bound to verify the indorsements of drafts or orders for a sum payable on demand, whether drawn in the United Kingdom or abroad (section 60 of the Bills of Exchange Act, 1882). In other words, he is exempt from liability in respect of cheques. Hence it is a question whether the policy of the common law or that of the statutory exceptions is the right one. Arguing in favour of the latter, Judge CHALMERS points out that it is hard to see the distinction between the case of a banker who pays a cheque drawn upon him, and is safe if only the indorsement purports to be genuine, and the case of a banker who pays a bill payable at his bank and does so at his own risk. "In any case it is impossible for the payor to know or verify the indorsements. When a cheque or bill is presented, the payor must either pay it or dishonour it. If the instrument appears to be in order he must take his chance and pay it. A bill may be presented for payment at ten minutes to four which has been indorsed in three or four different countries and in three or four different languages. It is absurd to say that the payor, however diligent or skilled, can do anything to verify the indorsements." It is suggested, therefore, that the protection given by section 60 of the Bills of Exchange Act to bankers paying demand drafts drawn upon them should be extended to all payors acting in good faith and in the ordinary course of business, and in support of this Judge CHALMERS points to the precedents set by several of the Continental codes. The bankers will doubtless readily agree with him, and they have certainly a good case. At the same time it is to be remembered that they undertake, doubtless for good reasons, to honour bills which are made payable with them, and that if they have little chance of verifying the genuineness of indorsements, yet they are the only persons upon whom in the ordinary course of business this responsibility can be cast.

THE PAPER contributed to the *Law Quarterly Review* by Mr. L. S. BRISTOWE, on the legal restrictions on gifts to charity, comes in opportunely at a time when attempts are being made to induce the Legislature to take the matter in hand, and if nothing is done this session, it is to be hoped that the question will not be allowed to drop. The operation of the Mortmain Acts has been reduced, of course, to an absurdity by the strictness with which the courts have subjected to them every kind of property which could in any conceivable way be included in the term "interest in land." The result has been specially confusing with regard to bonds issued by corporations, and Mr. BRISTOWE thus sums up the recent decisions on the subject:—"Bonds of the corporations of Dewsbury, Bradford, and Wakefield have been held not to be interests in land. On the other hand, as regards bonds of the Salford and Oldham corporations, a contrary decision has been arrived at. Leicester corporation bonds can, it appears, be given to charity, but not Leicester Corporation 3½ per Cent. Redeemable Stock. Nor can Consolidated Stock of the Corporation of Manchester. Again, East India Stock is not an interest in land; on the other hand, Metropolitan Board of Works Consolidated Stock is. Mersey Dock bonds, and Great Yarmouth Port and Haven bonds, can be given to charity, but not Swansea Harbour bonds, or bonds issued under the Dover Corporation Sea Defences Act." After this enumeration a testator will do well to pause before he attempts to bequeath any property remotely connected with a public body to charitable purposes. Of course the test applied by the courts is whether the particular security can ever, by the operation of the remedies incidental to it, lead to the actual possession of land. But, as Mr. BRISTOWE points out, it would be quite sufficient to interfere as soon as this result had actually been brought about. His suggestions, however, go further than this, and, upon the principles of the Bills introduced by Lord HERSCHELL and Mr. COZENS-HARDY, he would allow land to be freely devised to charities subject to the requirement of its being sold within a limited period. Such a scheme appears to give ample security against the chief danger which the Georgian Mortmain Act was intended to avoid—namely, the tying up of land in the hands of trustees for charities.

INTIMIDATION UNDER THE CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875.

THE judgment of the Divisional Court (Lord COLERIDGE, C.J., and MATHEW, CAVE, A. L. SMITH, and CHARLES, JJ.) in the cases of *Gibson* v. *Lawson* and *Curran* v. *Treleaven* clears away a good deal of the obscurity which, in spite of recent legislation, has hitherto prevailed with regard to the extent to which combinations of workmen may interfere with their employers or with other workmen. Originally a notion existed, founded upon what Lord CAMPBELL, C.J., in *Hilton* v. *Eckersley* (6 E. & B., at p. 62) characterized as certain loose expressions to be found in the books, that strikes were in themselves illegal. Thus in *R.* v. *Mawbey* (6 T. R., at p. 636), GROSE, J., referring to the case of journeymen conspiring to raise their wages, said: "Each may insist on raising his wages, if he can; but if several meet for the same purpose, it is illegal, and the parties may be indicted for a conspiracy." In *Hilton* v. *Eckersley* (*suprà*) CROMPTON, J., approved of this, saying that such combinations, whether on the part of workmen to increase, or of the masters to lower, wages were equally illegal. But no such principle was ever established by a competent authority, and there are numerous expressions of opinion to the contrary. "Wages," said Lord CAMPBELL in the last-mentioned case, "may be unreasonably low or unreasonably high, and I cannot understand why in the one case workmen can be considered as guilty of a crime in trying by lawful means to raise them, or masters in the other can

be considered guilty of a crime in trying by lawful means to lower them." So in *Reg.* v. *Druitt* (10 Cox C. C., at p. 600) BRAMWELL, B., pointed out to the jury that the men had a perfect right to strike, and that just as the whole body of men might strike against the masters, so the whole body of masters might strike against the men.

Numerous ancient statutes, as for example the statute 2 & 3 Edw. 6, c. 15, to restrain the conspiracies of victuallers and craftsmen, made it unlawful for workmen to combine for the purpose of raising wages or regulating the hours of work, but apart from these it is difficult to say exactly upon what grounds the prejudice against strikes was based. In the case of the *Journeymen Tailors of Cambridge* (8 Mod. 10) it was said, indeed, that all conspiracies were illegal, even though the acts contemplated might be perfectly lawful in themselves. This, however, would prohibit combinations of every kind, and is obviously wrong. A more plausible suggestion is that the illegality of the strike as a conspiracy was based upon its being in restraint of trade. But any objection there might be on this head was removed by 34 & 35 Vict. c. 32, which, after prohibiting certain acts, expressly enacted that no person should be liable to any punishment for conspiring to do any act, other than one of those prohibited, on the ground that it was in restraint of trade. A further step was taken in the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86), which enacted that combinations to do or procure to be done any act in furtherance of a trade dispute between employers and workmen should not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime.

But in addition to the objection to strikes on the ground that they are in restraint of trade, it has also been suggested that they are illegal at common law so far as their object is to coerce a workman in respect of his freedom of industry, or an employer in respect of the management of his business, and this doctrine was advocated by BRAMWELL, B., and BRETT, J., respectively in the well-known cases of *Reg.* v. *Druitt* (*suprà*) and *Reg.* v. *Bunn* (12 Cox C. C. 316). The first was in 1867—prior, that is, to the passing of the 34 & 35 Vict. c. 32—and BRAMWELL, B., made it the occasion for vindicating the liberty of every man to say how he should bestow himself and his means, his talents, and his industry, without being subject to coercion or molestation on the part of others. By coercion he meant anything unpleasant or annoying to the mind operated upon, and molestation, apparently, would include conduct by which persons would be exposed to have their motions watched and to encounter black looks. And so, in 1872, after the passing of the statute, BRETT, J., relied upon the same principle, and considered that conspiracies which were no longer open to objection as being in restraint of trade might still be criminal on the ground that they were aimed at the liberty of the will. In other words, a conspiracy to interfere with the liberty of a man's will in the conduct of his trade by menaces and threats was still criminal at common law.

These *dicta* left it, of course, for the common law to decide what was to be understood by the terms coercion, molestation, menaces, and threats, and they were consequently open to the objection that the common law was called upon to supply definitions of offences side by side with the definitions given by statute. The anomaly was sufficiently striking while the statute 6 Geo. 4, c. 129, with its carefully detailed list of offences by workmen, was in force, but the doctrine upon which it depends is quite incompatible with the later statutes which legalize all combinations except those expressely prohibited. This accordingly is recognized in the recent judgment, and one of its most important results is to dispose finally of the notion that a combination of workmen, not prohibited by statute, may nevertheless be an offence at common law by reason of its object being to control an employer or workman in the free exercise of his will.

The common law being thus out of the way, it is now only necessary to examine the statutes which have successively taken its place. The terms of 6 Geo. 4, c. 129, s. 3, were much more comprehensive than those of the subsequent ones. They prohibited all attempts, whether by violence to the person or property, or by threats or intimidation, or by molesting or in any way obstructing another, to force a workman to leave his employment, or to prevent an employer from carrying on his business in his own manner. Under this enactment numerous cases were decided similar to those which have produced the present judgment. An early case, and one which has been regarded as settling the construction of the law, was *Walsby* v. *Anley* (3 E. & E. 516). Here WALSBY, in pursuance of a combination amongst workmen in the employment of ANLEY, gave notice to the latter that all the workmen so combining would immediately leave work unless certain other workmen then in the same service were discharged. WALSBY was convicted, and the Queen's Bench upheld the conviction, on the ground that he had used threats to his employer within the meaning of the statute. Such at least was the opinion of CROMPTON and HILL, JJ., who, while admitting that any individual workman was entitled to go to his employer and say that he declined to work with a particular man, yet held that a combination jointly to leave work on this ground was illegal. Consequently, the threat was brought within the statute by reason of the act threatened being illegal. And COCKBURN, C.J., held that, whether there was a threat or not, there was, at any rate, molestation. This decision was followed in *O'Neill* v. *Longman* (4 B. & S. 376) on exactly the same grounds—namely, that to bring a threat within the statute it must be a threat to do an illegal act, and that any combination to influence a man's employment was illegal—and the court arrived at the same conclusion in *Shelbourne* v. *Oliver* (13 L. T. N. S. 630) and in *Skinner* v. *Kitch* (L. R. 2 Q. B. 393).

The statute 6 Geo. 4, c. 129, was repealed by 34 & 35 Vict. c. 32, but, as that, too, in its turn, has been repealed, it is unnecessary to refer to its details. It is sufficient to point out that the offences aimed at by the earlier statute were more carefully defined, and in particular threats or intimidation were restricted to such acts as would justify a magistrate in binding over the offending party to keep the peace. In other words, they were practically restricted to threats of personal violence.

Then came the enactment of the Conspiracy and Protection of Property Act, 1875, the statute at present in force, and the two separate provisions with regard to violence and intimidation were now thrown into one. Thus, section 7 renders liable to conviction by a court of summary jurisdiction "every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority (1) uses violence to or intimidates such other person, or his wife or children, or injures his property." Here no help is given as to the meaning of the word "intimidate" except such as can be got from its position in the sentence and from the known course of legislation so far as this is available. It is obvious that the construction adopted in *Walsby* v. *Anley* (*suprà*) and subsequent cases is no longer admissible. These went, as we have seen, on the ground that a combination to interfere with an employer with regard to the employment of another workman was illegal, and hence the threat of such interference, being the threat of an illegal thing, was intimidation. Now, however, that the combination is no longer open to this objection the whole reasoning falls to the ground. The same result would have followed at any time since the Act of 1871, and it is, of course, significant that that statute, at the same time that it destroyed by implication the authority of the cases, also expressly restricted intimidation in the manner above described. It is difficult, then, to believe that a wider scope was intended to be restored to it by the Act of 1875, and it seems most reasonable to assume that the object attained in 1871 by exact definition was meant to be attained in 1875 by closely associating intimidation with violence. Thus the section may be read as prohibiting violence or *threats of violence* to a person, his wife or children, and injury to property.

The court has not gone, indeed, to the extent of actually adopting this construction, but it has held that the decisions on 6 Geo. 4, c. 129 are no longer applicable, and that there is no ground for treating the acts which were there declared to be illegal as constituting intimidation within the present statute. In other words, workmen may lawfully combine to influence an employer by threatening to leave work in a body if he does not accede to their demands. The result still leaves it open to speculation whether any acts short of threats of personal violence will constitute the statutory offence of intimidation.

THE STATUTE OF LIMITATIONS AS AFFECTING MORTGAGEES.

IV.

So far we have seen that *Chinnery* v. *Evans* (11 H. L. Cas. 115) was a clear decision that a payment of principal or interest, in order to have the effect of keeping a mortgage alive under 1 Vict. c. 28, must be made by a person liable to pay, and that in *Harlock* v. *Ashberry* (30 W. R. 327, 19 Ch. D. 539) this construction of the statute was based upon the doctrine that the payment must be such as can operate as an acknowledgment. But we have also seen that an acknowledgment under the Statutes of Limitation is not necessarily confined in its effect to the person who makes it, and in support of this position we may now further cite the authority of the Privy Council in *Lewin* v. *Wilson* (11 App. Cas. 639), where, although the mortgagor was in possession of the mortgaged premises, a payment by a person other than himself, and who had no interest in them, was held sufficient to preserve the mortgage.

In 1850 HOWE and WHITE gave a joint and several bond to secure the payment of £1,000 to Miss CUNNINGHAM. As between the obligors, WHITE was a surety, but they were both principal debtors to the obligee. At the same time each of them mortgaged property to Miss CUNNINGHAM to secure the bond debt. WHITE's mortgage was made on the express condition that if he and HOWE, or either of them, should pay to Miss CUNNINGHAM or her representatives the principal sum and interest the mortgage deed was to be void. A similar proviso for defeasance was contained in HOWE's mortgage. Interest on the debt was regularly paid by HOWE up to the 27th of March, 1879, after which date his payments ceased. In January, 1881, Miss CUNNINGHAM's representatives commenced a suit for the foreclosure and sale of the property comprised in both mortgages. No question arose with regard to HOWE's mortgage. As to WHITE's, he and his successors in title had remained in possession of his mortgaged property from the date of the mortgage to that of the suit, and nothing had ever been done by them to check the operation of the statute. It was contended, therefore, that the payments by HOWE could not affect them, and that the mortgage was extinguished by lapse of time.

The question turned upon section 30 of chapter 84 of the Consolidated Statutes of New Brunswick, which may be regarded for the present purpose as identical with 1 Vict. c. 28. Treating the case, then, as a decision on the latter statute, there are two points to be noticed in it. HOWE, by whom the payments were made, was in no way bound to make them by the mortgage deed of WHITE's land, though by that deed he was entitled to make them; and it was sought to make his payments effectual in keeping the charge alive as against WHITE. The latter point was not regarded as causing any difficulty. Reference was made to the principle laid down in *Harlock* v. *Ashberry* (*suprà*) that the payment must be an admission of right, but it was pointed out that no discussion there took place of the question how far a payment by A. may be an admission of right against B. Mr. MILLIDGE regards this as a contradiction in terms, and in general, of course, an admission affects only the person who makes it. But, as we have seen, an acknowledgment under the statutes may have a wider operation. At any rate, the Privy Council considered themselves to be bound by no such principle, and their sole inquiry was whether HOWE was a person who within the meaning of the statute could make a payment on WHITE's mortgage. They held that he was, and a somewhat wider construction was adopted than that suggested either in *Chinnery* v. *Evans* or *Harlock* v. *Ashberry*. It was pointed out that neither of these cases approached a decision that the word "payment" in 1 Vict. c. 28 was to be construed as if it was actually followed by the words "by the person by whom the same shall be payable or his agent." "A wider range of exposition," Lord HOBHOUSE remarked, "is allowable, and has been taken. In expounding the word 'payment' learned judges have used such expressions as were calculated to shew in the case before them that the payment relied on was or was not the payment meant by the statute. In this case their lordships think it sufficient to say that payments made by a person who under the terms of the contract is entitled to make a tender, and from whom the mortgagee is bound to accept a tender, of money for the defeasance or redemption of the mortgage, are payments which by section 30 (of the New Brunswick statute) give a new starting point for the lapse of time." This decision, then, enlarges the class of persons by whom the payment may be made, while it is directly opposed to the suggestion that a payment in order to affect land must be made by the person for the time being entitled to the land.

It only remains to follow out the opposite doctrine advocated by Mr. MILLIDGE, that an acknowledgment can check the statute only as against the person who makes it, and he regards the true conclusion from this principle as being contained in the case of *Newbould* v. *Smith* (34 W. R. 690, 33 Ch. D. 127). This, in the article already referred to (*ante*, p. 573), he expresses in the following modified form:—"The payment of interest which shall suspend the operation of the statute upon the estate of a mortgagor out of possession must be made by the person in possession of the mortgaged lands in whose favour the statute is running, and the legal effect of the payment must be limited to the preservation of the lien of the mortgagee upon the land in his possession."

In order to understand how far this is borne out by *Newbould* v. *Smith* it is necessary to examine the circumstances of that case. In 1863 NEWBOULD lent C. E. SMITH £430 on equitable mortgage upon certain property by deposit of title deeds. In 1866 accounts were adjusted between them, and the sum due on the mortgage, after payment by SMITH of £110, was stated to be £350. In 1878 SMITH assigned his interest in the mortgaged property to his nephews, B. SMITH and S. SMITH.

After 1866 there was no evidence of payments by either C. E. SMITH or his assignees except an entry in a diary kept by NEWBOULD. This was under date the 10th of September, 1878, and was as follows:—"SMITH, C. E., cash on account of rent and interest, £50," the entry being among the receipts by NEWBOULD. In 1880 NEWBOULD's administratrix brought an action against the three SMITHS claiming foreclosure or sale of the mortgaged property. The defendants pleaded the statute, and the only thing to take the case out of it was the above entry of £50. The decision of NORTH, J. (33 W. R. 690, 29 Ch. D. 882), went chiefly on the fact that the entry was not admissible as evidence in Newbould's favour; that of the House of Lords (14 App. Cas. 423) on the ground that, even if admissible, there was nothing to connect it with the mortgaged property, and the latter tribunal refrained from expressing any opinion on the law as laid down in the Court of Appeal. The judgments there are certainly in Mr. MILLIDGE's favour. Without adverting to the statute 1 Vict. c. 28, and to the construction which has been placed upon its terms, the court seemed to think it sufficient to point out that at the time when the alleged payment was made the mortgagor was no longer the owner of the property. Thus COTTON, L.J., said: "In my opinion, even if in fact C. E. SMITH in September, 1878, paid a sum in respect of interest on this mortgage, that would not be sufficient to prevent the statute running in favour of those to whom previously to this time he had transferred the property." And LINDLEY and LOPES, L.JJ., expressed themselves to the like effect.

Of course the judgment is capable of explanation on the ground that the debt was after all merely a simple contract one, and was barred long before 1878. Consequently, although C. E. SMITH could by his acknowledgment revive it, yet he was not, at the time of the alleged payment of interest, under any liability to pay. This would remove the case from the construction of the statute adopted in *Chinnery* v. *Evans*, and the circumstance was, indeed, mentioned by LINDLEY, L.J. But it is clear that the judgments do not rely upon it as distinguishing the case from *Chinnery* v. *Evans*, and it is curious that no allusion to that decision was made. Moreover, even if C. E. SMITH was not a person liable to pay, yet it is possible that he was a person entitled to pay within the construction adopted in *Lewin* v. *Wilson* (*suprà*). In spite, therefore, of the attempts which have been made to explain away the judgments of the Court of Appeal in *Newbould* v. *Smith*, it seems safe to say that the Lords Justices were under the impression that a payment to keep alive a mortgage under 1 Vict. c. 28 must be made by a person for the time being interested in the equity of redemption of the mortgaged property, and upon this view of the law the case was decided.

That it was erroneous has been, we think, sufficiently shewn.

Notwithstanding the criticism bestowed by Mr. MILLIDGE on *Chinnery* v. *Evans*, this still seems to us a direct decision to the contrary, and the principle for which he contends is not assisted by the theory of the nature of payment enunciated in *Harlock* v. *Ashberry*. Granting that it must amount to an acknowledgment, yet *Lewin* v. *Wilson* (*suprà*) and *Re Frisby* (38 W. R. 65, 43 Ch. D. 106) follow *Chinnery* v. *Evans* in establishing that the effect of the acknowledgment is not confined to the person making it. It has been suggested, indeed, that the result in *Chinnery* v. *Evans* depended on the circumstance that the mortgagor retained a part of the mortgaged property, but neither Lord WESTBURY nor Lord CRANWORTH relied at all on this, and all their reasoning applies equally to the case where the whole equity of redemption has been assigned.

But the principle formulated by Mr. MILLIDGE goes beyond the *dicta* in *Newbould* v. *Smith*, and deprives of their efficacy payments made by a mortgagor, not only when he has ceased to be entitled to the equity of redemption, but also when he has lost possession of the land and the statute is running in favour of a stranger. With regard to this extension of the doctrine it is enough to say that it is opposed to a separate class of cases to which we have already called attention (*ante*, p. 588), of which *Doe* v. *Eyre* (17 Q. B. D. 366) is the chief.

The result is that, wherever a mortgage exists upon land, and payments of interest are made by the mortgagor, it matters not that he has parted with his interest or has ceased to be in possession. Neither the possession of an assignee of the equity of redemption nor the possession of a stranger to the title will in such a case avail against the mortgagee. This is undoubtedly an exception from the general theory of the law as to the effect of possession, but it is an exception which has been allowed in the interest of mortgagees; and should the matter ever come up again for decision we do not think that the principle laid down in *Chinnery* v. *Evans* will be departed from.

CORRESPONDENCE.

COLONIAL AND FOREIGN COMMISSIONS FOR OATHS IN ENGLAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A notion exists that affidavits for use in the supreme courts of the various British colonies may be properly taken before a commissioner for oaths in the Supreme Court of Judicature in England, but it would seem that it is inaccurate. Such affidavits are returned to be sworn before a commissioner of the Supreme Court of the colony particularized. As the various books on oaths do not treat of the subject of such colonial commissions, and it is probably but little known, it may perhaps be useful to those who are professionally interested therein if some material information connected therewith is stated, and I would ask you, therefore, to give me an opportunity for the purpose. It is, perhaps, unnecessary to premise that the Lord Chancellor has no jurisdiction or authority to grant such commissions for the colonies. The power thereunto is derived from numerous Acts and Ordinances of each colonial Legislature; and, stated generally, is vested by these statutes in either the Chief Justice or the Supreme Court of each colony, except in the various provinces of the Dominion of Canada where it is exercised by the Lieutenant-Governor in Council, and where the appointment partakes rather of the nature of a public Government one. In America it is vested in the Governor of each State of the Union.

It may be noticed that in the larger number of instances these colonial commissions are not merely to administer oaths; they embrace, sometimes, the equivalent duties of a perpetual commissioner, of an examiner of witnesses, and of verifying documents and instruments for record and registration. American commissions, too, include some notarial acts.

Thus the powers of the commissioner are of a very diverse character. Commissions for England are commonly granted to practising solicitors and notaries public only; but it must not be assumed that they are granted as of course, or that they are procured with as much ease as here: there are strict requirements to be complied with by applicants. It does not appear, however, to be an invariable requisite precedent that the applicant should be of a minimum number of years' standing in his profession.

To summarize in a general form, within the limits of this communication, the procedure necessary to lead to the grant of such a commission, it may be stated that the application should be made by way of petition to the Chief Justice of the colony for which the appointment is desired, or to the Supreme Court thereof, as the case may require; or if for a Canadian commission, to the Lieutenant-Governor of the Province in Council. It should state the applicant's name, address, and description or quality in the heading thereof, and it should be divided into paragraphs setting forth (*a*) the applicant's professional standing and experience, (*b*) the facts shewing the necessity for the desired appointment, and (*c*) any material statements which may be reasonably considered to support the prayer of the petition.

It is preferable, as a general rule, that the petition should be lodged through a local agent, but it may be presented by the applicant direct, who in that case should enclose it to the registrar of the Supreme Court of the particular colony, or if for a Canadian commission to the secretary of the province, but preferably through the agent-general of the province, whose recommendation is sometimes required. Accompanying it there should be a statutory declaration or affidavit intituled in the matter of the petition, which should be exhibited or annexed thereto, verifying the statements contained therein. The oath or declaration should be taken or made before one of the commissioners of the colonial court; the deponent or declarant should take care to be identified before the commissioner, who will add his certificate of the fact. This latter point is a precaution which may obviate delay and correspondence.

It appears to be considered absolutely essential that the petition should be also accompanied by the signed recommendation of one of her Majesty's judges of the Supreme Court here (probably the High Court of Justice is meant) or of the president for the time being of the Incorporated Law Society, or of a well-known Queen's Counsel, and sometimes of a leading barrister also, or of the agent-general, to the effect that the applicant is of good repute, fully qualified to execute the duties of a commissioner, and a fit and proper person to receive the appointment, together with a document signed by a person of position certifying the public necessity for the appointment desired.

For Canadian commissions, and American commissions also, the recommendation of a Government official here of high standing is sometimes accepted, other things being equal. Delay in the grant of commissions for some of the colonial supreme courts sometimes occurs, as the petition and documents in support are filed to be dealt with in turn on a vacancy occurring, the number of commissioners being limited.

The fees payable on the issue of the commission vary very much; in some colonies there is no fee. The smallest fee charged is 10s. in the Supreme Court of South Australia, the largest is believed to be thirteen dollars—£2 13s. 4d. sterling—in the province of Ontario, Canada. In the large majority of instances where a fee is payable it may be assumed that it is usually £2 or under. The issue or refusal of the grant is in due course officially notified to the applicant. In many cases the appointment is also announced in the Government gazette.

A tabular list of the chief supreme courts, with particular information for each one, would, it is feared, occupy too much space; but enough has been, perhaps, stated to indicate the initial steps to be taken.

GEO. E. SOLOMON.

16, Narcissus-road, West Hampstead, N.W., July 11.

ASSIGNMENT OF PORTIONS OF LEASEHOLD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is a matter of common practice, on the sale of portions of leaseholds held under one lease at an entire rent, to carry out the same by assignment at an apportioned rent with cross powers of distress and entry. This course is sanctioned by Prideaux (14th ed., p. 238) and also by Dart (6th ed., p. 148), and is frequently preferred to the simpler plan of underleasing.

We are not able to see what good the cross power of distress is, as it appears to be void under the Bills of Sale Acts, 1878 and 1882, especially after the decision in *Stevens* v. *Marston* (39 W. R. 129).

As this is a matter of every-day practice, your views on the subject would be welcomed by us, and probably by the profession generally.

July 6. SUBSCRIBERS.

On the 10th inst. the Land Registry (Middlesex Deeds) Bill was read a second time in the House of Lords. The Lord Chancellor, in moving the second reading, said that its object was to amalgamate existing offices for the purpose of more economical working. If anything in the measure was objected to it would be dropped out. The Bill passed through Committee on Tuesday.

The *London Gazette* for the 10th inst. contains an order giving notice that the fees payable in the offices of the Clerk of the Crown in Chancery, and of the Lord Chancellor's Secretary for Presentations, in Great Seal Patent Office, and to the Clerk of the Crown in Chancery, will in future be collected in cash, and not as hitherto by means of stamps. The order is issued by the Lords Commissioners of the Treasury, and is counter-signed by the Lord Chancellor.

CASES OF THE WEEK.

Court of Appeal.

ALLCHURCH AND PARROTT *v.* ASSESSMENT COMMITTEE OF HENDON UNION—No. 1, 9th July.

POOR RATE—SEPARATE OCCUPATION OF PARTS OF A HOUSE—STRUCTURAL SEVERANCE.

This was an appeal from the decision of a divisional court (A. L. Smith and Grantham, JJ.) on a special case stated for their opinion. A rate for the relief of the poor of the parish of Hendon was made on December 7, 1889, and Allchurch and Parrott were jointly assessed and rated as joint occupiers of a certain house. The house contained nine rooms, four being on the ground-floor and five on the first-floor. The landlord does not reside in the house, or retain any control or dominion over it. The front door opens into a passage communicating with the ground-floor rooms, and also, by means of an internal staircase, with the first-floor rooms. Behind the house is a yard, which contains the only water-closet, and which is used in common by the occupiers of the ground-floor and first-floor. The yard is reached from the ground-floor by a door opening out of one of the rooms, and from the first-floor by an outside staircase communicating with one of the first-floor rooms. The occupier of the first-floor and his family usually reached the street from the back yard by means of this external staircase, and did not make use of the internal staircase and front door. The only key of the front door was held by the occupier of the ground-floor, and the only key of the door leading to the outside staircase by the occupier of the first-floor. Except the internal staircase there was no internal access between the ground and first-floors. Visitors for either floor came to the front door and letters were left there, but the tenants of the first-floor never entered the ground-floor rooms, and *vice versâ*. The ground-floor was let to Parrott, who had the exclusive use and occupation of it, and the first-floor to Allchurch, who had the exclusive use and occupation of it. Each tenant had a separate letting rent-book and key. The question was whether there was a separate occupation of the house so as to entitle Allchurch and Parrott to be separately, and not jointly rated. The court of quarter sessions decided in favour of a separate rating, and their decision was upheld by the Divisional Court. The assessment committee appealed, contending that in order to constitute a separate occupation there must be an absolute structural severance of the premises.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L JJ.) dismissed the appeal and upheld the decision of the Divisional Court. LORD ESHER, M.R., said that the argument for the appellants entirely depended on the question whether or not a structural severance was necessary in order to constitute separate occupation. The phrase "structural severance" had been invented by the judges at a time when they were labouring to construe what occupation meant in various rating and franchise Acts. It was in common use for a long time, and the Legislature had been obliged, when dealing with the matter, to have regard to the phrase. They had accordingly done so, and they had entirely done away with the phrase. The doctrine of structural severance was absolutely exploded and gone, and had no force or validity whatever. Whenever the question of occupation now arose, whether in order to determine a right or a liability, the occupation itself, and the thing occupied, must alone be regarded. In this case it was perfectly plain that what was occupied were a ground-floor and a first-floor, and they were undoubtedly occupied separately. Not an inch of the house was occupied jointly by these two persons. The staircase, if they used it in common, was not occupied jointly by them. If it was occupied at all it was occupied by their landlord. Therefore each occupier occupied separately something in respect of which he was liable to be rated, and each must be rated separately for it, and not both rated jointly for the whole house. BOWEN and KAY, L.JJ., concurred.—COUNSEL, *Staveley Hill*, Q.C., and *Ernest Page*; *Lumley Smith*, Q.C., and *Bartley Dennis*. SOLICITORS, *D. R. Soames*; *Warburton & De Paula*.

***Re* ARNOTT**—No. 2, 14th July.

LUNACY—POWERS OF COMMITTEE UNDER ORDER OF JUDGE—LEASE OF LAND OF LUNATIC—GRANT OF EASEMENT—"PROPERTY" OF LUNATIC—LUNACY ACT, 1890 (53 & 54 VICT. c. 5), ss. 120, 341.

In this case a question arose as to the construction of section 120 of the Lunacy Act, 1890, which provides that "the judge may, by order, authorize and direct the committee of the estate of the lunatic to do all or any of the following things (*inter alia*): (*d*) grant leases of any property of the lunatic for building, agricultural, or other purposes." By section 341, "In this Act, if not inconsistent with the context, (*inter alia*) 'property' includes real and personal property, whether in possession, reversion, remainder, contingency, or expectancy, and any estate or interest, and any undivided share therein." In the present case the committee of the lunatic's estate asked that he might be authorized to grant the right or easement of carrying water pipes through a strip of land belonging to the lunatic for a term of years. It was contended that this would be a lease of the easement, and that an easement came within the definition of "property," as being an "interest" in property.

THE COURT (LINDLEY and LOPES, L.JJ.) intimated a strong opinion that the Act did not authorize that which was asked, and they said the better course would be to grant a lease of the strip of land. This would clearly be within the power conferred by section 120.—COUNSEL, *Warrington*. SOLICITORS, *Wordsworth, Blake, & Co.*

THE CITY AND SOUTH LONDON RAILWAY CO. *v.* THE LONDON COUNTY COUNCIL—No. 2, 10th July.

STATUTE—CONSTRUCTION—IMPLIED REPEAL OF GENERAL ACT BY SPECIAL ACT—RAILWAY COMPANY—LOCAL AUTHORITY—"BUILDING LINE."

The question in this case was, whether the special Act of a railway company had by implication repealed the provisions of section 75 of the Metropolis Local Management Act, 1862, as amended by the Local Government Act, 1888. The City and South London Railway Co. were empowered by their special Acts of 1884 and 1887 to construct an electric railway from King William-street to Stockwell. Section 4 of the Act of 1887 provided that, "subject to the provisions of this Act, the company may make and maintain, in the lines and according to the levels shewn on the deposited plans and sections, the subway hereinafter described, with all necessary approaches, tunnels, shafts, hydraulic lifts, buildings, works, machinery, and conveniences connected therewith, and may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose." By section 27 the company were required not to make any approach to the subway, or any permanent tunnel, shaft, or other work, in such a manner as to interfere, after the completion thereof, with the carriage or footway of any street, nor to make more than two temporary shafts or openings in the surface of any street in the parish of St. Mary, Newington, without the consent of the Metropolitan Board of Works and of the vestry of the parish. The company acquired land at the corner of New-street and Kennington-park-road within the lines as shewn in the plans, and constructed thereon two shafts, in one of which was a spiral staircase, and in the other hydraulic lifts affording access to the underground platforms. Over and adjoining these shafts the company erected a station, part of which was beyond the general line of buildings, in contravention of the Metropolis Local Management Act, 1862. The consent of the London County Council was never obtained. On the 27th of June, 1890, the superintending architect of the London County Council, in pursuance of section 75 of the Metropolis Management Act, 1862, as amended by the Local Government Act, 1888, certified that the buildings of the railway company had been erected beyond the general line of buildings. If the company had acquired some other land, as they were empowered to do, adjoining the land which they actually did acquire, they could have erected a building equally convenient for the purposes of their undertaking within the building line. The London County Council applied to a magistrate for an order for the demolition of so much of the station as was beyond the building line, and an order was made accordingly. The magistrate found that a station building at the corner of New-street was necessary, and convenient for the railway purposes; that the station building, without reference to the provisions of the Act of 1862, was a reasonably convenient building; that it was, however, not necessary for the purposes of the railway that any part of the station buildings should be erected beyond the general line of buildings; and that it was convenient only in that the company saved expense by acquiring less land. A divisional court (A. L. Smith and Grantham, JJ.) considered that the provisions of the special Act which authorized the company to erect buildings necessary for their undertaking impliedly repealed the general Act, and they reversed the decision of the magistrate. On the appeal *Reg.* v. *Wycombe Railway Co.* (L. R. 2 Q. B. 510), *Fenwick* v. *East London Railway Co.* (L. R. 20 Eq. 544), and *Pugh* v. *Golden Valley Railway Co.* (15 Ch. D. 330) were referred to.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the question was, whether the special Act of 1887 had authorized the railway company to build a station in the way in which they had constructed it, some portion of it projecting beyond the building line. The Divisional Court held that it was impossible to read the special Act so as to make it consistent with the general Act. The question turned particularly upon the meaning of the word "necessary," and of the expression "as may be required for that purpose," as used in section 4 of the special Act. In his lordship's opinion, the view of the Divisional Court was right. "Necessary" meant necessary for the undertaking, without reference to the locality, provided that the buildings or other authorized works were within the lines shewn on the deposited plans. The words "as may be required for that purpose" implied that the company were to be the judges of what they would require. If the court were to accede to the contention of the county council, it would be equivalent to telling the railway company that, though they had erected a building which was necessary for the purpose for which they were authorized to acquire land, it was nevertheless open to the county council to dictate to them precisely where the building was to be, and how it was to be erected. In his lordship's opinion, provided that the building was necessary for the undertaking, and was within the scheduled lands, it was no answer for the county council to say that it might have been erected quite as conveniently for the purpose of the undertaking somewhere else. The matter was made still plainer by certain limitations upon the powers of the railway company contained in the Act itself. The powers conferred by section 4 were declared to be subject to the provisions of the Act, and by section 27 the railway company were expressly prohibited from interfering with the street without the consent of the Board of Works; but that section contained no prohibition of building beyond the building line. The appellants had relied upon *The Queen* v. *Wycombe Railway Co.*, and other cases; but those cases turned upon the necessity of the thing to be constructed. The court having found in this case that a station was necessary, there was no authority for compelling the company to build their station on any particular spot. FRY, L.J., said that section 4 of the special Act was inconsistent with the general Act, unless it were to be read subject to a proviso that nothing contained in the section should enable the company to build on land within the lines on

the deposited plans, unless that land was also within the building line. The special Act ought not to be so altered in order to make it consistent with the general Act. LOPES, L.J., concurred.—COUNSEL, *Lumley Smith*, Q.C., and *Cunningham Glen; Finlay*, Q.C., and *W. Graham*. SOLICITORS, *W. A. Blaxland; Fowler & Co.*

Re **JANE DAVIS**; *Re* **T. H. DAVIS**; **EVANS** *v.* **MOORE**—No. 2, 15th July.

STATUTE OF LIMITATIONS—ACTION TO RECOVER LEGACY—EXPRESS TRUST—IMPLIED TRUST—37 & 38 VICT. c. 57, s. 8.

The question in this case was, whether section 8 of the Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), was a bar to an action against a personal representative in respect of a share of residue. Section 8 provides that "no action or other proceeding shall be brought to recover . . . any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same," unless there has been part payment or payment of interest, or an acknowledgment in writing. This section reduces the period of limitation fixed by section 40 of the Act 3 & 4 Will. 4, c. 27 from twenty years to twelve years. Jane Davis, widow, by her will, dated the 13th of May, 1848, gave and bequeathed all her moneys and securities for money and other her personal estate in manner following—viz., As to one-third part thereof to her son T. H. Davis absolutely; as to another third part thereof to her son G. W. W. Davis absolutely; and as to the remaining third part thereof unto and equally between her two grandchildren, H. A. Evans and M. V. Evans, children of her son-in-law, John Evans, absolutely, share and share alike. And the testatrix declared her will to be that John Evans should from time to time regulate and direct the mode in which, during the minority of her said grandchildren, their shares, and the income arising therefrom, should be invested, applied, or accumulated, and that neither he nor her executor should be answerable or accountable for any loss which might arise on the investments. And she appointed her son T. H. Davis sole executor of her will. The testatrix died on the 4th of January, 1854. Her assets consisted in part of a share of the estate of her husband, who had died in 1825. A suit was instituted for the administration of his estate, and in that suit an order was made on the 20th of July, 1857, by which it was (*inter alia*) ordered that one-third part of certain specified sums should be paid to T. H. Davis as the legal personal representative of Jane Davis. And it was further ordered that the amount of certain dividends, interest, and income should be divided and paid on or after the 31st of July in every year until further order, as follows:—One equal third part thereof to T. H. Davis, as the legal personal representative of Jane Davis, and the remaining two-thirds to other persons. It was admitted that T. H. Davis had assented to the legacies bequeathed by the will of Jane Davis. T. H. Davis died in July, 1888, having appointed W. E. Moore his executor. In January, 1891, an originating summons was issued by the two grandchildren of Jane Davis against Moore (as legal personal representative of Jane Davis and T. H. Davis), asking for a declaration that T. H. Davis was, and that his estate was, liable to account for and make good to the plaintiffs one-third part of the dividends, interest, and income received by him, as the legal personal representative of Jane Davis, under and in accordance with the order of the 20th of July, 1857, and that (if necessary) an account might be taken of the dividends, interest, and income so received, and for other consequential directions, and that the defendant might be ordered to pay to the plaintiffs the dividends, interest, and income in like manner received by him since the death of T. H. Davis. On this summons North, J., made an order directing an account to be taken of the dividends, interest, and income received by T. H. Davis, as executor of Jane Davis, under and in accordance with the order of the 20th of July, 1857, and by the defendant as executor of T. H. Davis since his death, or either of them, and directing an inquiry in what manner T. H. Davis and the defendant had applied the dividends, interest, and income so received. North, J., held that there was a trust, and that section 8 did not apply. The defendant appealed, on the ground that section 8 applied, and that the account ought to have been limited to moneys received within twelve years prior to the issue of the summons. It was argued for the plaintiffs that an express trust was created by the will, or, at any rate, by the order of the 20th of July, 1857, and that, even if that were not so, the executor, having assented to the legacy, became a trustee of the money which he afterwards received, and that in equity this was sufficient to prevent the statutory bar.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) reversed the decision, holding that the account must be limited to twelve years. LINDLEY, L.J., was of opinion that no express trust was created either by the will of Jane Davis or by the order of the 20th of July, 1857, and that by the summons the plaintiffs were doing nothing more than claiming payment of a legacy from the executor's estate. Only express trusts were excepted from the operation of the statute. A legacy did not cease to be a "legacy" within the meaning of section 8 because it was accompanied by some implied trust. In a certain sense an executor was always a trustee. But the only way of avoiding the protection of the statute was to prove that the executor was a trustee on an express trust. That had not been proved in the present case, and the defendant was entitled to the protection of section 8. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Haldane*, Q.C., and *Pauli; Cozens-Hardy*, Q.C., and *B. B. Rogers*. SOLICITORS, *Wilde, Berger, & Co.; Clayton, Sons, & Fargus*.

REEVES *v.* **BUTCHER**—No. 2, 10th July.

STATUTE OF LIMITATIONS—LOAN FOR TERM OF YEARS—POWER TO CALL IN PRINCIPAL ON DEFAULT IN PAYMENT OF INTEREST.

The question in this case was, whether the Statute of Limitations was a defence to an action for the principal and interest of a loan. On the 27th of April, 1880, the plaintiff lent to the defendant £425 on his personal security for a term of five years at seven per cent. interest, upon the conditions of a written agreement. By the agreement the defendant agreed to pay the interest regularly by quarterly payments. And the plaintiff agreed that she would not call in the principal sum or any part thereof during the term of five years from the date of the agreement if the defendant should duly and regularly pay the interest, But, in case the defendant should make default in payment of any quarterly payment of interest for twenty-one days next after it should become payable, it should be lawful for the plaintiff immediately on the expiration of the twenty-one days to call in and demand payment of the principal, and all interest then owing or accruing in respect thereof. The defendant never made any payment of interest and the principal was not paid. On the 13th of February, 1891, the action was commenced to recover the principal and interest. The defendant relied on the Statute of Limitations as a defence. A divisional court (Day and Lawrance, JJ.) held that the defence was a valid one, on the authority of *Kemp* v. *Garland* (4 Q. B. 519), in which the circumstances were similar, the ground of the decision being that the plaintiff might have brought the action on the expiration of twenty-one days from the first default in payment of interest.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) affirmed the decision.—COUNSEL, *McCall*, Q.C., and *Morton Smith; Lochnis*. SOLICITORS, *Goldring; Marsland, Hewitt, & Urquhart*.

High Court—Chancery Division.

Re **V. SHELTON (Deceased)**, **CHANCELLOR** *v.* **BROWN**—Chitty, J., 9th July.

MARRIED WOMAN—SEPARATE PROPERTY—MARRIAGE SETTLEMENT—AFTER-ACQUIRED PROPERTY CLAUSE—COVENANT BY HUSBAND ONLY—MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 5, 19.

In this case the question arose whether a legacy given to a married woman was bound by a covenant by her husband and herself to settle her after-acquired property, the covenant being contained in a settlement made on her marriage. The lady was married in 1880, when an infant. The legacy was given to her absolutely by a testator who died about the year 1889 or 1890, and was in July, 1890, paid by the executors of the will to the trustees of the settlement. In December, 1890, the lady was divorced. She submitted that she was entitled to disaffirm the settlement, and that the legacy was her separate property.

CHITTY, J., said that the payment to the trustees operated as a reduction in possession by the husband. That being so, the husband was bound to perform his covenant and settle the legacy. That the legacy did not pass to the wife as her separate property under the Married Women's Property Act, 1882, was settled by the case of *Hancock* v. *Hancock* (36 W. R. 416, 38 Ch. D. 78), where, under similar circumstances to those of the present case, it was held by the Court of Appeal that section 19 of the Act operated as a modification of section 5, and that the husband's covenant bound the wife's property. In *Hancock* v. *Hancock* the lady herself had made no covenant with respect to her property. That, however, was not a circumstance which distinguished that case from the present, for the result was the same whether the lady was alleged to be not bound because she was not a contracting party, or whether she was alleged to be not bound because she could disaffirm the contract. He was bound to follow the decision of the Appeal Court. He held that the legacy had been rightly paid to the trustees.—COUNSEL, *Byrne*, Q.C., and *Leonard Field; Bathurst; E. S. Ford; Begg; Alfred Roscoe*. SOLICITORS, *Billinghurst, Wood, & Pope; Duffield & Bruty; Robins, Burges, Hay, Waters, & Lucas; Keighly, Arnolds, & Higgs; Walker, Son, & Field*.

GENERAL AUCTION ESTATE, &c., CO. (LIM.) *v.* **SMITH**—Stirling, J., 9th July.

COMPANY—TRADING COMPANY—IMPLIED POWER TO BORROW—EQUITABLE MORTGAGE—MORTGAGE TO DIRECTOR TO SECURE ANTECEDENT DEBT AND FURTHER ADVANCE.

The question in this case was as to the validity of a security taken from the above-named company by a director who had advanced moneys to the company. The plaintiff company was incorporated in 1864 under the Companies Act, 1862. Its material objects, as defined by the memorandum of association, were the disposing of estates, houses, and all descriptions of property by public auction or private contract, the letting and general management of houses and lands, the granting of advances on property intended for sales and loans on the deposit of securities, the discounting of commercial bills, and the purchase of houses and lands. By the 55th article of the articles of association, which were similar to those in Table A. in the 1st schedule to the Companies Act, 1862, the directors were empowered to manage the company, and to exercise all such powers of the company as were not required to be exercised by the company in general meeting. There was nothing either in the memorandum or articles of association as to the power of the company or of the directors to borrow. The company carried on business under this memorandum, and, amongst other things, they discounted bills to a very considerable extent; and it appeared from the evidence that the company was in the habit of receiving sums of money on deposit, usually repayable on a week's, a month's, or three months' notice, and even in some special cases on demand. The whole of the money so received was paid into the general banking account of the company, and was used solely for the purposes of the company as defined by the memorandum of association. In April, 1887, the executors of a Mr. Thunder were

pressing the company for the return of a deposit of £700, which had been made by the deceased; and other creditors were pressing for payment of their claims. The company being in need of money to pay off these claims, the defendant, Mr. Robert Thomas Smith, who was a depositor with the company, and also one of its directors, proposed to the directors to advance a sum of £722, to be secured, together with a debt already due to him by the company, by an equitable mortgage on certain real estate belonging to the company. The proposal was accepted by the company, and a resolution authorizing the secretary was passed by the board, and thereupon an equitable mortgage was given in favour of a son of the defendant, since dead, and whose legal personal representative was the defendant. The company had since been ordered to be wound up, and the depositors in the company at the commencement of the winding up had all been admitted as creditors of the company; but, notwithstanding this fact, the present action was brought by the liquidator to set aside the security given to Mr. Smith. It was contended, on behalf of the liquidator, that the company had no power to borrow, and that, consequently, the security which the directors had purported to give was invalid; and that even if there were a power to borrow, that power had not been properly exercised. As to this it was answered, on behalf of the defendant, that the company was a trading company, and that a power to borrow money was necessarily incidental to the company in the course and conduct of its business.

STIRLING, J., said that, in his opinion, the company was a trading company, and that the question, then, was whether a trading company had power to borrow when there was no express authority for the purpose either in the memorandum or articles of association. There were authorities upon the subject. In the case of *The Australian Auxiliary Steam Clipper Co. (Limited)* v. *Mounsey* (4 K. & J. 733) the clause as to the powers of the directors was very similar to the clause in the present articles. In that case the Vice-Chancellor (Sir W. Page-Wood) said (at p. 741): "I find no clause in the articles of association directing how money is to be raised for carrying on the business of the company, yet every concern of this description requires money from time to time for the purpose of carrying it on. And nothing being specified as to borrowing, the measures to be adopted for that purpose are precisely those which it would fall within the province of the directors to take, until checked by some regulation of the company in general meeting, as prescribed by the 55th clause of the articles of association." That was an authority that a shipping company without any express power could borrow money for the purposes of the company. Then, in *Bryon* v. *Metropolitan Saloon Omnibus Co.* (3 De G. & J. 123) a similar point arose. In that case there was no express power of borrowing, and a special resolution was passed by a majority of the shareholders authorizing the directors to borrow money on debentures of the company. A bill was then filed by certain of the shareholders to prevent such borrowing, as being *ultrà vires;* but Turner, L.J., in affirming the decision of Kindersley, V.C., held that what was sought to be restrained was perfectly legal. The cases of *Re International Life Assurance Society, Gibbs and West's case* (L. R. 10 Eq. 312) and *Ex parte Pitman and Edwards* (12 Ch. D. 707) were authorities that a trading company had an implied power if nothing was said expressly in the memorandum or articles of association. It was a well-established rule that, as regarded trading partnerships, a partner had power to borrow for the purpose of the partnership business. The ground of the rule was that the exigencies of commerce rendered necessary the existence of such a power. The learned judge, therefore, came to the conclusion that there was a power of borrowing in the company. But it was then said that the power of borrowing had not been properly exercised, and that the company had really carried on the business of bankers. But the company had only received money for short terms on loan. It might be that the effect was to bring into the concern more working capital, but the case of *Bryon* v. *Metropolitan Saloon Omnibus Co.* shewed that that was not a real objection to the exercise of the power, as did also the authorities given in Lindley on Partnership and Companies, pp. 191, 192. It did not appear that the cases referred to were intended to be overruled by anything that was laid down by Lord Selborne, C., in *Blackburn Benefit Building Society* (22 Ch. D. 61), or in *Baroness Wenlock* v. *River Dee Co.* (36 Ch. D. 675). The cases seemed to shew that such a borrowing as had taken place in this case was properly incidental to the course and conduct of the business for its proper purposes. The company could therefore borrow money, repay it, and give a security for the advance: *Re Patent File Co.* (6 Ch. App. 83). The security, therefore, given to the defendant was valid, and the action failed, and must be dismissed, with costs.—COUNSEL, *Clare* and *C. E. Bovill; Hastings*, Q.C., and *R. H. C. Kent.* SOLICITORS, *W. Eley; G. Whale.*

Re **WYATT, WHITE** *v.* **ELLIS**—Stirling, J., 8th July.

CHOSE IN ACTION—ASSIGNMENT—NOTICE TO ONE OF SEVERAL TRUSTEES—SUBSEQUENT INCUMBRANCES—DUTY OF TRUSTEE TO ANSWER INQUIRY—DEATH OF TRUSTEE WHO HAD NOTICE—PRIORITY.

By a marriage settlement dated the 14th of July, 1864, the share of the wife in the proceeds of sale of real estate directed to be converted by her grandfather's will was settled. The settlement was executed under circumstances which shewed that S., one of the two trustees of the will, had notice of it. The husband and wife subsequently mortgaged the wife's share under the will without disclosing the settlement. The mortgagees, before advancing their money, inquired of both trustees of the will whether there were any existing incumbrances. In answer to their inquiries S. referred them to the will; the other trustee replied that he knew of no incumbrance upon the share. The mortgagees then gave formal notice of their mortgages to both trustees, but S. did not acknowledge the notice. S. afterwards died, and a new trustee was appointed. In an action to administer the estate of the testator, the chief clerk by his certificate disallowed any claim under the settlement. This was a summons by the trustees of the settlement to vary the certificate.

STIRLING, J., said that *Smith* v. *Smith* (2 Cr. & Mee. 231) and *Willes* v. *Greenhill* (4 De G. F. & J. 147) were distinct authorities that notice to one of several trustees gives priority. Whether there was not any duty on the part of S. to answer the inquiry of the intending mortgagees (and according to the decision of the Court of Appeal in *Low* v. *Bouverie, ante*, p. 558, it seemed there was not), the mortgagees had been content to take their mortgages in the absence of any information from him. They, therefore, acquired no better title than their mortgagors could confer, and the settlement was entitled to priority; and such priority was not taken away by the death of S.—COUNSEL, *Hastings*, Q.C., and *S. B. L. Druce; Rigby*, Q.C., and *E. S. Ford; Jason Smith* and *Spence.* SOLICITORS, *Fardell & Canning; Taylor, Son, & Humbert; Robinson & Burges; Budd, Johnson, & Jeeks.*

High Court—Queen's Bench Division.

THE ATTORNEY-GENERAL *v.* **CHAPMAN**—9th July.

REVENUE—DUTIES ON ACCOUNTS—"PROPERTY PASSING UNDER VOLUNTARY SETTLEMENT"—APPOINTMENT UNDER POWER CREATED BY SETTLEMENT—CUSTOMS AND INLAND REVENUE ACTS (44 VICT. c. 12 s. 38 (c); 52 VICT. c. 7, s. 11.

This was a case heard on information and demurrer which raised a question as to the liability to duty in lieu of legacy duty of property the subject of an appointment made under a power created by a marriage settlement where the appointee was not within the marriage consideration and the settlement (not the deed of appointment) reserved a life interest to the settlor. The main contention on the part of the defendant was that the property passed under the deed of appointment, and not under the original settlement. The facts sufficiently appear from the considered judgment of

THE COURT (DENMAN and WILLS, JJ.), which was delivered by WILLS, J.—By a marriage settlement dated the 30th of August, 1843, Hester Fitzgerald (then Hester Haddan) transferred to certain trustees a sum of £1,056 16s. 1d. Three per Cent. Consolidated Bank Annuities upon trust (so far as is material) to pay the income thereof to the said Hester for life for her separate use without power of anticipation, and after her death to John Fitzgerald the intended husband for life, and after the determination of both life estates for the benefit of the children of the marriage as might be appointed in manner therein specified, and in default thereof for the benefit of such children, and failing those trusts upon trust for such person or persons as the said Hester Fitzgerald might notwithstanding coverture appoint. In the events which happened the last-mentioned power of appointment became operative, and under it the said Hester Fitzgerald, on the 30th of August, 1848, executed a deed whereby she appointed the said trust funds after her own and her husband's deaths to and for the benefit of her niece Elizabeth Chapman. The proceeds of the sale of certain real property became, under the provisions of the marriage settlement of 1843, subject to the trusts applicable to the said sum of Consolidated Bank Annuities, and were included in the trust funds so appointed as aforesaid to Elizabeth Chapman. The said John Fitzgerald died in 1879 and the said Hester Fitzgerald in 1888. The question is whether, under the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), s. 38, sub-section (*c*), as amended by the Customs and Inland Revenue Act, 1889 (52 Vict. c. 7), s. 11, the duties mentioned in section 38 were payable on the death of Hester Fitzgerald in respect of the personal property, which then passed, by virtue of the two deeds in question, to Elizabeth Chapman. The 44 Vict. c. 12, s. 38, sub-section (*c*), renders liable to duty "any property passing under any past or future voluntary settlement made by any person by deed or any other instrument not taking effect as a will whereby an interest in such property for life is reserved to the settlor." Words not affecting the present case have been omitted. The 52 Vict. c. 7, s. 11, enacts that "the description of property" comprised in the above words "shall be construed as if the expression 'voluntary settlement' included any trust, whether expressed in writing or in favour of a volunteer, and, if contained in a deed or other instrument affecting the settlement, whether such deed or other instrument was made for valuable consideration or not as between the settlor and any other person." Elizabeth Chapman was clearly a volunteer within the meaning of this enactment. If the deed of 1848 be regarded, the proposition is self-evident; if the marriage settlement be regarded, she is not within the consideration of the marriage, and therefore a volunteer—see *Re Cameron* v. *Wells*, decided by Kay, J., 36 W. R. 5, 37 Ch. D. 32—and the expression "voluntary settlement" in the 44 Vict. c. 12, s. 38, sub-section (*c*), therefore, so far as it applies to this case, includes a trust in her favour in whichever deed contained. But in order that the duty may be payable it is necessary that the settlement should be one by which a life estate shall have been reserved to the settlor, and, therefore, since the deed of appointment reserved nothing to the appointor, the duty is not payable unless within the meaning of the sub-section the property in question "passed under" the deed of 1843. The expression "passed under" is not a phrase of art in the same strict sense in which "devise," "grant," "estate in fee," "remainder," and a host of others having exact and uniform technical significations would be properly so termed. It is a phrase of a comprehensive nature, and we think it may fairly be used in respect not only of dispositions which are affected by the words of the instrument creating them, but of those which are affected by the subsequent execution of a power created by the instrument in question. A deed of appointment would do nothing of itself, and only owes its validity to the instrument creating the power. It is, surely, under such circumstances, no stretch of language to say that

property the right to direct the application of which is affected by deed B. passes *under* (not *by*) deed A. When we look at the objects of the Act there seems to be strong reason for such a construction. The end aimed at seems to be to insure that the equivalent to legacy duty shall be payable where various devices might, and otherwise would, be resorted to, which would enable a person beneficially interested practically to make a will without liability to legacy duty. Here legacy duty would have been payable if this property had belonged in the ordinary way to Mrs. Fitzgerald, and had been by her will left to Elizabeth Chapman. But instead of having an absolute proprietary right she had practically the same thing in the shape of a general power of appointment. By exercising that power she effected the same result as if she had made a will. It would be a hardship upon persons who have to pay legacy duty if, because the whole beneficial interest in the property existed in the form of the right to exercise a general power of appointment to take effect on the death of the donee of the power, no duty equivalent to legacy duty should be payable upon the devolution of the property to the person to whom it was appointed. We have been urged to regard the language of the sub-section as used in a popular sense, and without reference to English doctrines as to the relation between deeds containing powers and interests created by the exercise of the powers, on the ground that the Act applies to the whole of the United Kingdom. In what has been said, we have done so; for the observation that the appointment would have no effect but for the power certainly cannot be affected by any peculiarity of Scotch law. If there exists, whether in Scotland or anywhere else, the possibility of creating and exercising a power, this amount and kind of relationship between the instruments by which the power came into being, and that by which it was exercised, must exist. But we doubt whether in the present instance the argument is a sound one. *Charlton* v. *The Attorney-General* (27 W. R. 921, 4 App. Cas. 427), was a case under the Succession Duty Act (16 & 17 Vict. c. 51), s. 4, and was in the House of Lords. Section 4, which, like the present Act, applies to Scotland as well as to England and Ireland, speaks of a general power of appointment, and of the exercise of such a power. Not only in *Charlton* v. *The Attorney-General*, but also in *Lord Braybrooke's case* (9 H. L. Cas. 150) and in *Floyer's case* (*ibid.* 477), and in *Smythe's case* (*ibid.* 497), the English doctrine that the appointment is to be read into the instrument creating the power was applied in construing the section in question of the Succession Duty Act. The law lords who were concerned in those various decisions were Lords Campbell, Kingsdown, Wensleydale, Cranworth, Cairns, Hatherley, and Selborne. We take this fact to be pretty nearly conclusive that no substantial difference between the law of Scotland and that of England on the matter affecting this question has ever been pointed out; and if the House of Lords on three several occasions has applied in respect of succession duty the principle that the interest created by the power must be treated as arising under the deed creating the power, there would be abundant justification for our applying it to a question arising under the 44 Vict. c. 12. We think it ought to be so applied, and, for the reasons already given, we think it clear that without resort to that doctrine the Crown is equally entitled to judgment. The costs will follow as a matter of course.—COUNSEL, *Sir R. E. Webster*, A.G., and *Vaughan Hawkins*; *Meadows White*, Q.C., *and Tyrrell Paine*. SOLICITORS, *The Solicitor of Inland Revenue*; *White, Borrett, & Co.*

Re **THE DUTY UPON THE BOOTHAM STRAYS, YORK**—Q. B. Div., 30th June and 9th July.

INLAND REVENUE—CORPORATION DUTY—EXEMPTIONS—CUSTOMS AND INLAND REVENUE ACT, 1885 (48 & 49 VICT. c. 51), s. 11, SUB-SECTION (2).

Case stated by consent, the facts being fully set out in the written judgment of the court.

The judgment of THE COURT was read by DENMAN, J.—This case was stated in order to obtain a decision as to the liability of three gentlemen, being "pasture-masters" of lands known as "the Bootham Ward Strays" in York, to account for duty in respect of such lands, alleged to be assessed in pursuance of the Customs and Inland Revenue Act, 1885 (48 & 49 Vict. c. 51). By that Act, section 11, after reciting that certain property, by reason of its being invested in bodies corporate, escaped liability to probate, legacy, or succession duties, and that it was expedient to impose a duty thereon, imposed a duty of five per cent upon the annual value, income, or profits of such property after certain deductions, and subject to exemption from such duty in favour of property of certain descriptions, enumerated under seven distinct heads, two of which only are relied upon in the present case. Prior to 1763 the freemen of the City of York had possessed rights of common over waste and inclosed lands. In 1763 an Act was passed under the provisions of which allotments, known as "the York Strays," were made to the mayor and commonalty in trust for the freemen of the several wards of the city, including Bootham Ward. These allotments, in accordance with the Act, were made to the mayor and commonalty "in trust for the freemen of the said city from time to time inhabiting in ancient messuages within Bootham Ward," and 91 acres were so allotted as compensation for the said freemen's rights. The Act provided that one share of the common so set out should "for ever thereafter be held and enjoyed by the freemen of the said city from time to time inhabiting in ancient messuages within Bootham Ward in severalty in lieu of such their right of common." The Act also contained a provision that, for the effectual repairing of a certain highway leading from York to and over Clifton-common, which was to be maintained by the mayor and commonalty in trust for the freemen, the commissioners should allot in trust for the freemen inhabitants of Bootham Ward a portion of the common which they should deem adequate to the charge of for ever keeping in repair such part of the highway as should be carried through the said freemen's allotment, and it provided as follows: "And such pasture-masters shall also demise and let the land so to be allotted from year to year for the best rent that can be got for the same, and apply such rent, or so much thereof as shall be needful, in the repairs." All right of common was to be extinguished on the execution of the award of allotment. By the award, made in 1764, the commissioners awarded 91 acres and 18 perches in compensation for the common rights—as to which the first question of liability arises. They also awarded 8 acres and 32 perches "to the intent and purpose that the pasture-masters of Bootham Ward might, by and out of the rents and profits thereof, maintain and keep in repair so much of the public highway as should be carried through the allotments awarded in trust for such freemen, as aforesaid, in lieu of their common rights." The liability to assessment in respect of these 8a. 0r. 32p. was the second matter in dispute. From time immemorial up to 1632 the freemen inhabiting in Bootham Ward had enjoyed certain common rights over another common adjoining Clifton Common, called Hungtington Common, and the lord of the manor agreed with the mayor and commonalty to convey one-fourth of the soil then inclosed to the use of the mayor, to be set out in severalty in satisfaction of the right claimed by the city in the Common of Hungtington, and 60 acres, now known as "The Intack," was inclosed in accordance with that agreement, and (except as to part compulsorily taken by the North-Eastern Railway Co.) "the freemen and inhabitants of Bootham Ward" had, ever since 1632, enjoyed the exclusive pasturage of "The Intack," and that for many years past, and, as it is believed, from 1632, the allotment of 91a. 0r. 18p. and the Intack had been held together "for the benefit of the freemen of Bootham Ward." The case states that "all freemen inhabiting in Bootham Ward" had, prior to the Act, the right of common in Clifton, and that, after the passing of the Act and award, these rights were transferred to the allotment of 91a. 0r. 18p., and were exercised under the control of the pasture-masters as theretofore at certain moderate fixed charges, and that "the rights of the aforesaid freemen over the Intack remained unaffected by the said Act and award." In, and prior to, 1836 each of the aforesaid freemen was entitled to a right of pasturage over the 91 acres for three head of cattle for 10s. for each cow and 12s. for each horse, but the charges are now determined annually by the pasture-masters, who do not increase the charge without the consent of the freemen. Up to the year 1850 the payments made for the repair of the highway, wages, and other incidental expenses in connection with the Strays absorbed the receipts; but in 1850, there being a balance, a resolution was passed at a meeting of the freemen inhabiting in Bootham Ward "that such of the poor freemen and freemen's widows as should not exercise their right of pasturage be paid 5s. each on or before the 1st of July next." Since that year similar resolutions have been passed, and in 1888 a total sum of £300 was paid to freemen and widows. The annual balance of receipts over expenditure has of late years largely increased, owing partly to the increase in the rents of lands let, and partly to the fact that a portion of the allotments and of the Intack, valued at £4,428 10s., have been compulsorily taken by the North-Eastern Railway Co., and the company having, in reduction of that sum, given a piece of land containing 9a. 2r. 28p. to the mayor, &c., in trust for the freemen, valued at £1,154, the sum of £122, less income tax, has been annually received by the pasture-masters as interest on the balance, which is not yet paid. The receipts of the pasture-masters are derivable solely from (1) the lands allotted by the award; (2) the lands taken in exchange for the lands taken by the North-Eastern Railway Co.; (3) the Intack; (4) from the interest on the balance due from the railway company; and all payments made, other than those to freemen and freemen's widows, are payments incidental to the office or duties of pasture-masters. In order to ascertain whether all or any of the property here in question falls within the exceptions relied upon, it is necessary to form an opinion as to the exact meaning of the enactments conferring those exemptions. The first of these, numbered (2) in clause 11 of 48 & 49 Vict. c. 51, is as follows:—"Property which, or the income or profits whereof, shall be legally appropriated and applied for the benefit of the public at large, or of any county, shire, borough, or place, or the ratepayers or inhabitants thereof, or in any manner expressly prescribed by Act of Parliament." It was contended for the Commissioners of Inland Revenue—we think correctly—that in order to bring the case within this exemption the income or profits of the property must not only be legally appropriated, but actually applied to the benefit of the places or persons to whose benefit it is by law appropriated, so that, for example, if the corporation, being trustees of the property for the benefit of the inhabitants of the city, chose to apply it for the benefit of the inhabitants of a suburb not within the city, no exemption could be claimed. Reading the whole of the sections together, we think that the words, "in any manner expressly prescribed by Act of Parliament," are satisfied where there is an Act of Parliament which appropriates the income of property vested in the corporation as trustees, for the benefit of any ascertained class of persons, though it may not contain any specific provisions as to the exact mode in which such income is to be dealt with. If, therefore, the property in question has been honestly applied for the benefit of the class intended by the Act of Parliament, we think it will be entitled to exemption, and that it matters not whether the class intended be one of those expressly enumerated in the exempting clause, or any other class defined by the Act, in whose favour such a trust can exist. If this is so, it is immaterial to consider whether the mayor and commonalty as trustees have managed the property in question in any particular manner, provided they have applied the proceeds honestly for the benefit of the class of persons entitled. It was argued that in the present case the income of the 91 acres had not been so applied, because the Act of 1763 only authorized its application to a limited portion of the freemen—namely, those inhabiting ancient messuages—whereas the whole of the freemen inhabitants had been treated as entitled to the benefit of such income. But the case does not appear to

us to raise any such difficulty, for it states that the freemen of the several wards are described indifferently as "freemen inhabitants" "freemen occupiers of houses," and "freemen inhabiting in ancient messuages." We think that the pasture-masters cannot be said to have misapplied the income of the lands allotted under the Act of Parliament in lieu of common rights; but that they have applied it in "the manner expressly prescribed by the Act" and award—namely, for the benefit of the "freemen inhabitants"—and that they are, therefore, entitled to exemption, under head 2, in respect of that property. With regard to the 8a. 0r. 32p., we also think that they are entitled to rely on the second exemption. No doubt the Act contemplated that this land was to be let at a rent, and the rent be taken as compensation for the repair of the highway. A fee or charge has been taken for each head of cattle turned out; no profit has been made by the corporation, but any surplus of the receipts of the property held in trust for the freemen inhabitants over necessary expenditure, has been paid to those freemen and freemen's widows who have not contributed to the funds by turning out their cattle. This appears to us to be an application of the profits of the land, which falls within sub-section 2, as being within the words "in a manner expressly prescribed by Act of Parliament"—namely, for the benefit of the "freemen inhabitants" of the city. We think also that the proceeds of that part of the land which was compulsorily taken by the North-Eastern Railway Co. are profits legally appropriated and applied "in manner expressly prescribed by Act of Parliament." Until such lands were taken by the railway company they were on all fours with the 91 acres and the 8 acres. When taken they were impressed with the trusts applicable to those portions of land. The 9a. 2r. 28p. are impressed with the same trust, and the proceeds applied in the same manner. It was, therefore (we think rightly), not seriously contended by the commissioners that any distinction could be made as regards the moneys received from the railway and the 91 acres, and we are of opinion that in this case also the exemption is made out. With regard to the Intack, and that part of it which was compulsorily taken by the railway company, and so much of the interest as arises from the portion of the Intack compulsorily taken, we are of opinion that no exemption can be claimed, either in respect of such interest or in respect of the Intack lands still vested in the mayor and commonalty. No Act of Parliament applies to the last-mentioned sources of income, nor do they come within any of the exemptions conferred by sub-section 2. They are not "income or profits legally appropriated for the benefit of the public at large, or of any county, shire, or place, or the ratepayers or inhabitants thereof." It was said they were exempt under sub-section 3, as being "legally appropriated for a charitable purpose." We think the case of *Reg.* v. *The Commissioners of Income Tax* (37 W. R. 294, 22 Q. B. D. 296) is an authority against the exemption in this case. The test there applied by the majority of the court was whether the profits are "given in trust to be expended in assisting people to something considered by the donor to be for their benefit, and which assistance the donor intends shall be given to people who, in his opinion, cannot without such assistance, by reason of poverty, obtain that benefit, and where the intention of the donor is to assist such poverty as the substantial cause of his gift" (*per* Lord Esher, M.R., at p. 308). The Income Tax Act has a somewhat different purview, and in the section construed by the Court of Appeal uses somewhat different language from the section now under consideration. But the difference is entirely in favour of the construction we have put upon the phrase "charitable purposes." It appears to us impossible to say that the arrangement, which had the effect of giving the profits of the Intack to the freemen inhabitants of York, was either intended or had any tendency to benefit those who would benefit by it because of their poverty. The Intack was given in exchange for common rights enjoyed by a class who might be amongst the richest inhabitants of York. We think, therefore, that the exemption cannot be claimed in respect of the income derived from the Intack, or from such portion of the land given in exchange as is applicable to the Intack, upon the principle stated above. The result is that the parties have each succeeded and each failed in part, and to a substantial extent, and the effect of this upon the costs is that each party shall pay his own costs.—Counsel, *Lockwood*, Q.C., and *Henry Fellows*; *Sir R. E. Webster*, A.G., and *H. Sutton*. Solicitors, *W. Wilkinson*, for *R. & R. P. Dale*, York; *The Solicitor of Inland Revenue*.

SIMMONS & SON *v.* **HEDGES**—Northampton Assizes, Vaughan Williams, J., 2nd July.

Bill of Exchange—Plea of Statute of Limitations—Letter amounting to Acknowledgment of Debt.

This was an action by the holders of a bill of exchange against the defendant, a farmer, as drawer. The bill was drawn admittedly more than six years before action brought, but in November, 1886, the defendant, in answer to an application of the plaintiffs, wrote as follows:—"I cannot pay you this year, but if you will let it stand over after next harvest I will do what I possibly can." The plaintiffs upon this allowed payment to stand over, and had continued to do so until the present action was brought. The defendant pleaded that this letter did not amount to such an acknowledgment as implied a promise to pay, but was only a conditional promise. The following cases were cited:—*Cornforth* v. *Smithard* (5 H. & N. 13), *Lee* v. *Wilmot* (L. R. 1 Ex. 364), and *Fearn* v. *Lewis* (6 Bing. 349).

Vaughan Williams, J., held that the letter was sufficient acknowledgment to prevent the debt being barred. There must either be a promise to pay or an unqualified acknowledgment from which a promise to pay may be inferred so as to bar the operation of the statute. Here there was no promise to pay, but there was an unqualified acknowledgment of indebtedness, and it was not the less unqualified because it was accompanied by an expression of regret at being unable to pay. What the letter amounted to was, I acknowledge that I owe money, and that I have nothing to set up why I should not pay, except that I am unable to do so. That amounts to an unqualified acknowledgment of the debt, with an expression of regret at being unable then to pay. Judgment for the plaintiffs.—Counsel, *Bower*; *Sills*. Solicitors, *G. Reader & Co.*; *Whitton*, Towcester.

THE STAMFORD, SPALDING, AND BOSTON BANKING CO. (LIM.) *v.* **SMITH**—Northampton Assizes, Vaughan Williams, J., 6th July.

Promissory Note—Assignment of Note by Holder—Repayments by Maker to First Holder not Acknowledgment of Indebtedness to Subsequent Holders.

This action was brought by the plaintiffs as assignees of a promissory note for £200 with interest, dated the 9th of October, 1879, made by the defendant in favour of one Konow, since deceased, and payable on demand to Konow or his order. Konow, without the defendant's knowledge, indorsed the note to the Union Bank as security for his overdraft. In 1882 Konow transferred his account to the plaintiffs, who paid off his overdraft and took over his securities from the Union Bank and credited the defendant with a payment of £50 to Konow on the 9th of November, 1885, said to be on account of interest and principal on the note. The defendant had paid Konow £10 per annum as principal and interest, and the balance in December, 1889, for which Konow gave him a receipt. Among other defences the defendant set up a plea of a bar under the Statute of Limitations (21 Jac. 1, c. 16), on the ground that neither payment to Konow nor a payment on account of Konow within the period of limitation could affect its running in favour of the defendant as regards the plaintiffs.

Vaughan Williams, J., after consideration, upheld the plea under the Statute of Limitations in favour of the defendant. He said that the question whether payments of principal or interest operated as a bar to the Statute of Limitations depended on the common law, and was unaffected by Lord Tenterden's Act. In *Clarke* v. *Hooper* (10 Burr. 48) Tindal, C.J., gave judgment for the plaintiff in a similar case, but on the ground that the payment there implied an unqualified acknowledgment of a debt to an estate paid to a person who, in fact, was a stranger, but whom the defendant took to be the administrator, but the Chief Justice did not say that a payment to a stranger, not in a representative capacity, but as a holder in his own right of the note sued on, would have raised a promise in favour of the administrator. The court, in determining whether such a payment raises a promise to pay, would look at the circumstances as well as the fact of such payment, and if these were inconsistent with a promise to pay or with a general acknowledgment of liability to any person capable of taking advantage of it, the law would not raise a promise to pay. The decision in *Gale* v. *Capern* (1 A. & E. 104), and cited by Byles on Bills, at p. 368, is not inconsistent with this proposition. No authority goes to shew that a payment inconsistent with the plaintiff's title, and with the defendant's indebtedness to the plaintiff, is to be considered an acknowledgment of his indebtedness to the plaintiff. Yet that was the present plaintiffs' contention. Payment by the defendant to Konow, and Konow's receipt after he had ceased to be holder of the note, was absolutely inconsistent with the title of the plaintiffs, or with the defendant's indebtedness to the plaintiffs, and upon this ground he held that these payments to Konow were no bar to the Statute of Limitations. Even if the payments had been before the indorsement by Konow to the plaintiffs, no promise to pay can be raised upon the payment of the whole of a debt; nor even in a case of a negotiable instrument where payment is made of part followed by payment of the balance, would the law raise on the part payment as explained and limited by a subsequent payment of the balance to the same holder to whom the part payment had been made a promise to pay a subsequent holder. Judgment for the defendant.—Counsel, *Lindsell*; *Etherington Smith*. Solicitors, *Becke & Green*, Northampton; *W. B. & W. R. Bull*, Newport Pagnell.

Bankruptcy Cases.

Ex parte **SEAWARD BROTHERS**, *Re* **SEAGER**—Q. B. Div., 2nd July.

Bankruptcy—Proof—Unliquidated Damages—Misrepresentation by Bankrupt—Bankruptcy Act, 1883, s. 37.

This was an appeal from the rejection by the trustee in the bankruptcy of a proof of debt for £6,000 tendered by the appellants against the bankrupt's estate. The bankrupt formerly carried on business as a chemical manufacturer, and was in the habit of sending orders to the appellants, who are wharfingers, to collect goods from his factory mostly consisting of what was known in the trade as "Tartars," the appellants subsequently issuing warrants on the goods so deposited in order to enable the bankrupt to obtain advances. Advances were obtained by the bankrupt on security of the warrants so issued by the appellants from Messrs. Glyn & Co. and Messrs. Cole & Co., but it was afterwards discovered that the warrants did not truly represent the goods described in them, which were entirely valueless. Actions were commenced against the appellants by Messrs. Glyn & Co. and Messrs. Cole & Co. claiming damages for the misrepresentation contained in the warrants, and these actions were compromised at the trial, judgment being given by consent in favour of the plaintiffs for £2,500 each, and costs. The appellants now sought to prove against the bankrupt's estate in respect of the liability incurred by them in the actions.

Cave, J., said that the trustee was right in rejecting the proof. The appellants were requested by the bankrupt to cart from his premises cer-

tain bags which he represented to contain "Tartars," and were asked to give warrants in order to enable him to get advances. The warrants were honestly issued by the appellants in the belief that the bags contained "Tartars," and, that being so, what claim had they against the bankrupt? Obviously it was a claim for falsely representing to them that these bags contained "Tartars." That was an action for fraud, and one in which the damages were unliquidated, and, that being so, the proof could not be made. It was suggested that the proof might be founded on an implied contract to indemnify, and the case of *Dugdale* v. *Lovering* (L. R. 10 C. P. 196) was cited; but that case was quite distinguishable. If the appellants had described the bags as containing "Tartars" when they did not, so as to enable the bankrupt to take people in, on a promise of the bankrupt to indemnify them, they would have made themselves a party to the fraud, and could not recover in an action of indemnity. There was nothing to shew that the appellants knew the bags did not contain "Tartars." They were deceived by the bankrupt, and were innocent parties whose claim was in the misrepresentation made to them by the bankrupt. That being a claim for unliquidated damages not arising out of a contract, the proof must be rejected, with costs.—COUNSEL, *Herbert Reed* and *Leck*; *Sidney Woolf*, Q.C., and *Kisch*. SOLICITORS, *Lowless & Co.*; *Van Sandau & Co.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society took place on Friday, the 10th inst., at the Hall, Chancery-lane, Mr. R. CUNLIFFE, the retiring president, occupying the chair.

ELECTION OF COUNCIL.

The following members went out of office by rotation, and, with the exception of Mr. W. A. Jevons, offered themselves for re-election:—Mr. Joseph Addison, London; Mr. John Cooper, Manchester; Dr. Edwin Freshfield, London; Mr. William Godden, London; Mr. F. H. Janson, London; Mr. William Alfred Jevons, Liverpool; Mr. Benjamin Greene Lake, London; Mr. Henry Leigh Pemberton, London; Mr. Richard Pennington, London; and Mr. William Williams, London. Mr. Gray Hill, Liverpool, and Mr. F. K. Munton, London, had also been nominated as candidates.

Mr. F. K. MUNTON (London) said that at the time when his nomination was sent in many of the friends of Mr. Gray Hill were under the impression that severe domestic affliction and other incidental causes might at the last moment prevent him from going to election. Mr. Jevons had, he (Mr. Munton) believed, practically retired with the view of allowing Mr. Hill to fill the vacancy thereby caused, and Mr. Hill was willing and desirous of serving on the council. It was a Liverpool vacancy, and a Liverpool man should fill it. Under these circumstances he (Mr. Munton) would withdraw his name from the list of candidates.

Mr. C. FORD (London) entered a respectful protest against the suggestion that because a gentleman from Liverpool had resigned, therefore, as a matter of course, and almost as a matter of constitutional proceeding, another gentleman from Liverpool should be elected in his place. He thought it most important that Liverpool should be very strongly represented, and hoped there would be no difficulty in the election of Mr. Gray Hill.

The PRESIDENT declared the following gentlemen duly elected:—Mr. J. Addison, Mr. J. Cooper, Dr. E. Freshfield, Mr. W. Godden, Mr. Gray Hill, Mr. F. H. Janson, Mr. B. G. Lake, Mr. H. L. Pemberton, Mr. R. Pennington, and Mr. W. Williams.

PRESIDENT AND VICE-PRESIDENT—AUDITORS.

Mr. W. M. WALTERS (London) was elected president, and Mr. R. PENNINGTON vice-president for the year ensuing.

The following gentlemen were elected auditors:—J. S. Chappelow, F.C.A., Mr. H. E. Berry, and Mr. G. L. Whately.

SOCIETY'S ACCOUNTS.

The PRESIDENT moved that the account of the income and expenditure for the year ending the 31st of December, 1890, and the account of prize funds be received, adopted, and signed by the president.

Mr. FORD thought the council were to be congratulated upon having moved in the right direction. This was the first time in the history of the society that the members had been favoured with what was properly called a Trust Prize Funds Account, and which shewed what had been received by the society from those who desired to advance the interests of the profession, as well as the expenditure connected with prizes. He wanted once more to appeal to the council whether they would do with the articled clerks' separate Trust Fund what they had done so very elaborately and successfully in the case of the Prize Funds. Under section 8 of the Solicitors Act, 1877, it was distinctly provided that whatever the society received from students in the shape of fees was to be solely and exclusively applied to their benefit. He submitted that, whilst, of course, the council felt perfectly satisfied that the account as it was now rendered was a great improvement upon past accounts, there was still room for great improvement. Supposing they went to the London University and asked them to undertake the whole question of the education and examination of articled clerks, the university would do it for a very much smaller sum than the council debited against the large amount received from students. And the London University, perhaps with far greater advantage, would undertake the whole of this responsible work at a much lower expense. The council had charged the students no less than £2,700 for mere nominal rent. He thought that if £1,000 were charged as rent for the part of the building used by the articled clerks that would have been a very handsome rent. He asked whether the £2,700 was the nominal rent of the whole premises, including the value of that large part monopolized by the club, and urged that it was very unfair upon the articled clerks if it were so. The Inns of Court offered most valuable exhibitions and other inducements to study, but what the society offered was practically nothing but the miserable sum set out on the separate account, so that to all intents and purposes, with that exception, the society did nothing to encourage articled clerks. He was very glad to see that the council had it in contemplation to inquire into the system of lectures and classes. He had for years regarded them as an utter waste of money. The attendance at them was infinitesimal and not worth talking about.

Mr. R. PENNINGTON (London), as chairman of the finance committee, replied to Mr. Ford. He said that Mr. Ford had repeated an observation which had been made regularly for several years past with regard to the charges which were set against what was called the Articled Clerks' Fund. He (Mr. Pennington) could only repeat what he had said on former occasions, that the charges which had been made against the fund, principally in regard to rent, had been made upon what the council thought to be a fair principle. The articled clerks could not expect, of course, to have the use of the society's building without any charge being made against them, for that would not be equitable. If that was assented to the question was whether the nominal rent of £2,700 with which they were charged was a reasonable rent.

Mr. FORD: And other charges.

Mr. PENNINGTON said there were other charges; but, taking that particular item, was that a reasonable charge? It was very difficult, of course, to give to a meeting such as this the reasons which had induced the council to come to the conclusion that this was a reasonable charge. As it would be observed, the other half of the nominal rent was charged against the society; and, having regard to the extent to which the building was used for the benefit of articled clerks, he did not think that that particular charge of half the nominal rent was extravagant or unfair. The question had been considered very carefully, as he had told the meeting on former occasions. It had been very carfully considered by the Lord Chief Justice and the Master of the Rolls, and they had discussed the matter at some length and had come to the conclusion that the principle was right, and they had had nothing to say that he had heard—and he was present when the matter was discussed—with regard to the main charge. He thought that if there had been anything that could have been considered unfair they would have told the council so at once. The deputation from the council was with them great part of an hour upon this very subject of the articled clerks' account. Mr. Ford had asked whether the rent of £5,400 included the club premises. It did include them. The club premises were not club premises in the proper sense of the term; they were the premises of the society, and the society thought proper to use that portion of the building for the purpose of a club. In no other sense were they a portion of the club premises. Therefore it was considered that the finance committee could not make any distinction between one part of the building and the other. They had taken the property tax assessment as the basis, and they had divided it into two parts, half to the society and half to the Articled Clerks' Fund. Then Mr. Ford thought the council did not do as much as they ought for the articled clerks. He (Mr. Pennington) would be personally very glad indeed to do anything more that could be done to give every sort of encouragement, support, and assistance to articled clerks, with whom, under existing circumstances, he sympathized very much, because most of those present knew what they had to go through; therefore he was very much inclined to give them every sort of assistance in their education and every possible reward for what they might do in their examinations. He thought Mr. Ford had omitted to notice, inadvertently perhaps, the item of £3,402 15s. 9d. which had been paid as fees to lecturers, examiners, readers, &c., and in grants to provincial law societies. He thought that was something which the society had done for articled clerks, and he thought they were entitled to take credit for that. The council did not simply sit there using the fees of the articled clerks and giving them nothing in return. According to the Act they must pass through certain examinations, and these involved a very great deal of trouble, a large portion of which was undertaken by members of the council gratuitously. He had certainly never heard a complaint from an articled clerk that he had not got a fair *quid pro quo* for what he paid to the society in fees. If any gentleman connected with the society was prepared to make any well-considered suggestion with regard to the position, education, examination, or otherwise of articled clerks, he would certainly have his sympathy and support. As Mr. Williamson reminded him (Mr. Pennington), articled clerks paid the society very much less than was the case with medical students at their examinations.

Mr. MELVILL GREEN (Worthing) called the attention of the finance committee to an item in respect of which the bye-laws were not observed. He referred to the arrears of members' subscriptions. There were £280 10s. still due to the society from members, and he found, by comparing figures with the sums received from those who had paid in 1890, that there were only 359 members who had not paid during that year. It followed that there was a considerable number who were at least two years in arrear.

The PRESIDENT reminded Mr. Green that some of the subscriptions were those of town members—£2 each.

Mr. GREEN said that at any rate there were a considerable number in arrear. The subscription became due on the 1st of January, and the bye-laws said that if it was not paid by the 31st of March the defaulting members were

to have notice, and after a time they were liable to be struck out of the list. He thought the principle was that the subscription should be paid during the year for which it runs. If the bye-laws were put into force he did not think the society would lose anything. It was not a good example to set to the world to carry forward these arrears year after year, and he would remind the meeting that it was owing to the confusion produced in the accounts by the arrears that many years ago the society had suffered the heavy default which then occurred.

Mr. FORD wished to know in what item on the income side of the accounts were included the receipts from a law stationery society which largely advertised in the Monthly Register of properties for sale and moneys for investment.

The PRESIDENT replied that no payments were made during the year 1890—they would come into the next account.

The accounts were then adopted.

ANNUAL REPORT.

The PRESIDENT moved that the annual report be received, approved, and adopted. He asked whether Mr. John Green was present. Mr. Green had sent a note to the council suggesting two notices of motion, but they were received too late to be inserted in the notices sent to the members in the regular way. Therefore they could not be discussed, but if he had been here, he (the President) would have asked him to speak upon the report. Mr. Green's proposals were to the effect (1) that it was advisable that solicitors should be allowed to be appointed special examiners jointly with the bar; (2) as to the propriety of appointing solicitors as taxing masters in the Queen's Bench. Solicitors, as they all knew, were eligible to be appointed masters in the Queen's Bench. The other matter could take its time, and if Mr. Green felt inclined to bring it on he would no doubt give notice for the next meeting. He (the President) had one or two remarks to make with regard to things which had happened since the report was printed. The postal authorities had brought in a Bill to amend the Post Office Acts, in which they had a clause—number 10—which empowered the Postmaster to appoint any person, whether qualified or not, to transact legal business on behalf of the Post Office. The council objected to this very much, and they had asked the Right Hon. H. H. Fowler, M.P., and Sir Albert Rollit, M.P., to see the Postmaster-General and state that they were strongly opposed to the clause, and on their representation it was struck out of the Bill. He had also to report that the Commissioners for Oaths Bill had passed through the House of Commons and was in Committee of the House of Lords, and there was reasonable hope that it would pass into law. The Statutory Rules Bill was still waiting for the Attorney-General to arrange terms of agreement between the Lord Chancellor and the differents heads of departments as to what rules should be published and submitted generally before becoming law. It had been put down for consideration on the Monday following the meeting, and there was reason to hope, though he could not be sure in the present state of business, that it would become law during the present session.

Mr. FORD said that from the report it was pretty evident, with regard to the lectures and classes, that they were an unfortunate failure.

Mr. PENNINGTON: No.

Mr. FORD said Mr. Pennington had stated that he had never heard expressions of dissatisfaction on the part of any articled clerk with the way the society dealt with them. He was afraid Mr. Pennington had not made very searching inquiries upon the subject. He could only say that in the course of the last twenty years he had heard from all parts of England, not only from articled clerks but from others, complaints as to the little that was done for articled clerks. He asserted that there was considerable dissatisfaction in such places as Bristol, Hull, Portsmouth, and so on. What they asked was that they might receive some contribution similar to those eked out so grudgingly by the society to three or four cities. He was justified in saying that there were dozens of towns who were only too anxious to have some contribution, however small, towards the expense they might be at in establishing some system of legal education, not in the shape of lectures and classes such as had been given by the society, and with regard to the elementary classes of Mr. Busk, he might say that they were as much a failure as the others had been. The conversazione was mentioned in the report. He had expected it would be an unfortunate failure, and he thought he was right in saying that his expectation had been fulfilled. It appeared that there were fewer members who availed themselves of the opportunity of attending the conversazione than the council had anticipated. He hoped they were not to understand that this conversazione, which was a most awful mistake altogether, would be repeated every April in the place of a general meeting, where matters of interest to the profession might be discussed. Then there was a reference to the necessity for members of the profession joining the society. He was strongly of opinion that many more solicitors would join the society if its affairs were conducted in some respects in a more business-like way. He thought there were many things in the report which indicated the very great desire of the council to promote the interests of the profession, and in conclusion he hoped that the feeling in favour of looking after the interests of articled clerks was spreading. Where the articled clerks were in any considerable number in a town they certainly ought to have some assistance in the way of legal education.

Mr. F. T. WOOLBERT (London) said he had had an experience of forty years, and had never heard a single word of complaint from an articled clerk as to the way in which he was treated by the society.

Mr. F. R. PARKER (London) said the reference to the library in the report occupied a larger space than usual. It was stated that the council hoped to see in the course of about two months the new catalogue ready for delivery. It was, he believed, twenty-two years since the catalogue was reprinted. It might be said that the money which might have been spent in a catalogue had been accumulating at compound interest, and he hoped that when issued the catalogue would be procurable at cost price. It was desirable to place it within the reach of every member of the profession, and seeing the long time they had waited for it he hoped the finance committee would not look upon it as a source of profit. He thanked the chairman of the committee for having adopted his suggestion to separate under the head "library" the amount spent in the purchase of books from that spent upon newspapers. He saw that the large sum of £506 17s. 11d. had been spent during the past year in improving the library. He was afraid that until every member of the profession had become a member of the society the amount which the finance committee would permit the library committee to spend would never reach his desires, but he hoped to see that item increasing every year. He thought the highest meed of praise was given to the library committee in the increased attendance in the library—to quote the words of the librarian, "The library is now resorted to by the members more in one day than was formerly the case in a week." But the constant going and coming in the library brought about an inevitable disturbance, and he ventured to suggest for the consideration of the committee whether they might not well adopt a custom which prevails in the libraries of the West End clubs, of having the word "Silence" printed in large letters framed and glazed and hung about in the library. They must all desire that it should not become in any way a place for conversation. There were other parts of the building where they could meet and discuss, but the library was not one, and in the West End clubs the hanging up of the word "Silence" had had a good result. In 1887 the council reported that a room had been set apart for the librarian, who was engaged upon the compilation of a new catalogue, and he expressed a hope that when the catalogue had seen the light of day the librarian might be induced to resume his old place in the middle part of the library. The librarian possessed a very great knowledge of books, especially of those in the library, and he was always most courteously willing to place that knowledge at the disposal of members. His presence would assist in enforcing discipline and the due use of the library, and he (Mr. Parker) desired to call attention to what he thought a want of discipline on the part of the students. Occasionally they overflowed into the centre of the library from the wing to which they had been relegated, and this was a disregard of the arrangements come to between the council and those who memorialized them with respect to the library in 1887, and he respectfully entered his protest against it. He thought the students should be confined to the one wing. He had no desire to withdraw from them the privilege of having tickets of admission to the library, but he thought the committee might take some trouble to make them understand that the use of the library was a privilege, not a right, a privilege subservient to the rights of the members, and a privilege which he ventured to think should be withdrawn if it was in any way misused. Not infrequently the students would gather together for the purposes of conversation, and he felt quite sure from the style of conversation that it was not to discuss topics of the law. But whether or not, the library was not a proper place for discussion at all, nor was it a class room or a study. The students should read their books and then vacate their seats and make room for others. He thought the number of students using the library should be strictly limited to those for whom there was room. Of late the library had vastly increased the number of its books, and the additional cases which were put up some years ago were full. The time had come when the library was both too small for the books it had to accommodate and for the number of members who would like to resort to it. The date was approaching, he believed, when the leases of the houses belonging to the society in Chancery-lane would fall in, and he thought he was right in saying that plans had been prepared for the enlargement of the building. He asked that the plans should be framed and hung up in the hall that the members might make suggestions with regard to them.

Mr. J. ADDISON (London) said, with reference to Mr. Ford's remarks, that he (Mr. Addison) could speak with some knowledge of the subject, because he, as an articled clerk, had enjoyed the advantages of the society. He used to read in the library; he was also a member of the Law Students' Debating Society; he had attended the lectures—and he should like to say that these lectures were part almost of the original arrangement made by the society for teaching, and at the time when he attended them this hall was full. For some reason which he could not understand, and it was not only the case in this society, but it was found to be the experience of other societies, the attendance at lectures had fallen off very much. His impression was that of late students were in the habit of obtaining tuition outside. But whatever might be the cause, from past experience as a member of the council and of the examination committee, he was sincerely desirous, in common with the other members of the committee, to do all he could for the articled clerks, and the question of classes and lectures had been very seriously considered by them. The committee would do all they could to meet the wants of law students, whether it were in the form of lectures or other teaching in the society's building or in giving assistance in the country. They would certainly, as far as they could, bear in view the legitimate rights of students both in London and in the country.

The PRESIDENT thought it would be as well if he were to explain one or two matters to which Mr. Parker had made reference. He (the President) had seen the new catalogue, and he could assure the meeting that it was a most creditable performance on the part of the librarian. It was brought up at the last meeting of the library committee, and, after much consideration, it was decided that it should be in one volume and that there should be two styles of binding. A certain number of copies were to be bound in watered calf and a certain number of others in cloth, and the number was left to the president, the vice-president, and the librarian to settle, with the suggestion that there should be no profit made out of the sale. With regard to the suggestion that the word "Silence" should be

put up, the vice-president and he quite agreed that some such notice should be displayed, hardly perhaps "Silence," but that gentlemen should be invited not to converse. As to the place of the librarian, he agreed that it might be very advantageous if he were seen more about the library than at present. Then, as to confining the students to one end of the library, it had been found some little time ago, when they became more numerous, that they were constantly passing from the end to the librarian's desk, and they were allowed to spread themselves into the body of the library. If this was found to be inconvenient by the members the library committee would attend to any suggestion. With reference to the books which were purchased, he had attended every library committee during his year of office, and he could state that nine-tenths of the books suggested by the librarian or by any member of the society had been already obtained.

Mr. WALTERS remarked that sometimes there was a difficulty because books were suggested which did not exist. With reference to Mr. Ford's observations he wished to say that the council desired to do all they could for the benefit of students within reasonable bounds, but it must be borne in mind that the society received from the students £8,100 and spent £11,300.

Mr. FORD: No. That is the estimated amount.

Mr. WALTERS said he was coming to that. The society spent £11,300 according to the accounts, and Mr. Ford said they had no right to charge rent against the articled clerks.

Mr. FORD: No. Not such exorbitant rent.

Mr. WALTERS said he was with Mr. Ford. He (Mr. Ford) wanted it to be supposed that the work was done without considering any of these inconvenient details of rent, rates, and taxes, and so on. If taken in that way the accounts shewed that the society received £8,100 and had to pay £8,600. He wanted to prove on Mr. Ford's own shewing that every sixpence the council received from articled clerks was expended on their behalf, and more.

Mr. FORD said he would like to see that that was so.

Mr. WALTERS replied that it was shewn on the accounts. The only estimated item was the item of rent. It was incontrovertible that the articled clerks must be charged with a proportion of the rent, but if even this were swept away there was still a deficiency. At the present moment the society was contributing out of its own resources for the benefit of articled clerks, and the income received from them was diminishing. Of late years people had begun to feel that entrance into the law was not a royal road to fortune or success. The result was felt in the examinations. There was a falling off in the Preliminary, the Intermediate, and the Final. There was a diminishing income, and not a diminishing expense, and there was already a surplus of expenditure over income. These were plain figures which spoke for themselves. Mr. Ford had told them that the conversazione was a failure. From his point of view it might have been, for probably he was one of the guarantors, and had been called upon to pay a small sum, and he (Mr. Walters) admitted that from that point of view the conversazione was a failure. But if Mr. Ford had been present he would not have said it was a failure. It was most successful. But the society had had its turn of conversazione, and it could go back to its general meeting next April. Mr. Ford and Mr. Parker did not agree. Mr. Ford told them of the troubles of articled clerks, and on the other hand Mr. Parker said it was the articled clerks who troubled the members. Mr. Ford must remember that there were different views, and what the council had to do was to try and reconcile them.

The PRESIDENT observed that as Mr. Munton was godfather to the conversazione he might perhaps say a word with regard to it.

Mr. MUNTON thought it was a most gratuitous assertion on the part of Mr. Ford—who had taken no interest in the conversazione, who was neither one of the subscribers nor one of the guarantors, and who did not attend it, and who, therefore, did not see that there were something like a thousand people in the building on that occasion who all thoroughly enjoyed themselves—when he characterized it as a failure. If ever a man had deserved the castigation Mr. Walters had administered, Mr. Ford deserved it. Referring to the Middlesex Registry Bill, there were numerous members who thought that many points in it would have to be very carefully considered, and he rose principally for the purpose of saying that the new registrar (Mr. Holt) had, on his own motion, had several courteous interviews with him as to the practice of the registry and the irregularities which from time to time he (Mr. Munton) had pointed out, and he believed there was a letter before the society officially in which, in effect, it was stated that the Lord Chancellor would not proceed with the Bill until the views of the society had been expressed upon it. But in the course of interviews with Mr. Holt he (Mr. Munton) had asked him to take care that during the interval between the bringing in of this Bill and its discussion in Parliament the officials should take the proper fees, and the proper fees only. He (Mr. Munton) had pointed out that the minimum fee for registering a memorial at the registry, where the oath was taken outside the registry, was two shillings. He believed it was likely to be proposed that there should be an all round sum fixed on receiving memorials at the registry, and the all round sum would be based on the average receipts. He hoped that everyone who took a memorial to the registry which did not exceed 200 words in length would insist, where the oath was taken outside, on paying that sum which it had taken the society ten years to secure, and that was two shillings. The report referred to unqualified persons, and a very extraordinary case had come under his notice. A well-known prominent firm of so-called debt collectors had some time since recovered a debt for a person who was now his client. On being asked to hand over the money they had said they thought they ought to have at least three months' grace, and when he (Mr. Munton) expressed his astonishment they said "they did not think it at all unreasonable in these depressed times to ask for grace." He had a good mind to mention the name of the firm, but for present purposes perhaps he had best content himself with handing it to the council. But he might say he had a judgment for the sum, which at present was unrealized, and if the amount was not paid, or even if it were, he should take care to mention the name of the firm publicly.

Mr. H. E. GRIBBLE (London) said he had no wish to make any comments about the success or otherwise of the conversazione. He thought that went without saying. He hoped it was not to be regarded as a precedent, and that, if the proposition was brought forward another year, the matter would be considered again *de novo*. The reason he had spoken was that he thought the discussion might rather tend to establish it as a precedent, and he wished to protest against any such idea.

Mr. FORD asked how many members of the society attended the conversazione.

The PRESIDENT said there were about 1,100 present altogether, of whom there were about 500 members. If Mr. Gribble would refer to the resolution which authorized the conversazione he would find it ran:—"That, having regard to the large accession of members during the last three years, and to the desirability of promoting professional amity, it would be expedient that the council should organize a subscription conversazione, or other entertainment, in lieu of the meeting in April next." There was no mention of any subsequent meeting, and the council were not disposed, in the absence of a resolution by the society, to have another. The amount of trouble it gave them was beyond all conception.

Mr. PARKER asked whether they were within measurable distance of the enlargement of the society's buildings.

The PRESIDENT replied that it would be about three years hence, and he had no doubt whatever that the suggestion as to the plans would be adopted. At the present moment they were not finally settled, but he believed arrangements would be made for additions to the library and for communication between the library and the new buildings, and there would be a circulatory medium, which was very much wanting in the old building. He did not think the plans had been settled, but the matter was on the *tapis*.

Mr. MELVILL GREEN said there was a great deal in the report about the extension of the society, and he had no doubt they all felt that the power of the council and of the society would be very much greater if the whole of the profession belonged to it. But no steps seemed to be taken to produce that result. As he had suggested on former occasions, it would be worth while to get the charter amended, so that every solicitor should, by virtue of the five shillings a year he paid to the society, become a licentiate of the society, for which he should have a minimum advantage, attending the annual meeting only. It would be well to have members and fellows—as was the case with the College of Surgeons, for instance—and the council could then speak in the name of the whole profession. It could speak now only for a section, and it mattered not that that comprised the best of the profession—it still was only a section; and until they made the society represent the whole of the profession it could not have the weight it ought to have. Every surgeon belonged to the College of Surgeons, and why should not every solicitor belong to the society? He could see no sort of reason why, when 500 or 600 members of the society wished to use the hall for any particular purpose, those who did not want to participate therein should complain; but he did not see why a conversazione should take the place of the April general meeting. But, if twenty of the members wanted a general meeting, they could, under the bye-laws, have one.

The PRESIDENT said the question of increasing the members had received the frequent and earnest attention of the council. When the Act of 1888 was applied for the question of altering the charter in the direction indicated by Mr. Green arose, but it was thought more advisable that the society should first get that Act and afterwards extend the charter if opportunity offered. The members could hardly estimate the difficulties the council had encountered in getting the simple Act of 1888, and if they had hampered it with the object of extending the benefits of the society, and compelling every solicitor to become a member, they would not have got the Act at all. During the Long Vacation every solicitor, member or not, would receive a circular pointing out the objects and advantages of the society, and urging him to join it. He had referred to the matter at the Nottingham meeting last year, when he had expressed the hope that the time was not far distant when, by arrangement with the Lord Chancellor, every solicitor should, on taking out his certificate, by the payment of the duty, become *ipso facto* a member. There had not been during his year of office an opportunity to bring the matter forward, but it would no doubt be done sooner or later. With regard to the conversazione it had been felt that some of the April meetings had not resulted in any particular good to the society, and therefore Mr. Munton's suggestion had been received rather with avidity. Next year he believed the meeting would be held as usual.

The report was adopted.

DELAYS IN CHANCERY.

The PRESIDENT said he should like to say a word on the question of an additional Chancery judge. He was sorry to say the council had not been successful, notwithstanding all their representations to the Lord Chancellor, repeated perhaps *ad nauseam*, notwithstanding the able advocacy of the *Times* newspaper, notwithstanding the suggestions made by the Bar Committee and by individual members of the bar, in getting another Chancery judge appointed. It was true they had had the services of a common law judge, but that was not what they wanted. They all knew that the Chancery judges worked hard, and that they did their business very thoroughly, but there were not enough of them. Another judge was

wanted. The Chancery judges did their very best to keep down the arrears, but they wanted additional help.

CLASSIFICATION OF TRIALS.

Mr. MUNTON moved the following resolution, of which he had given notice:—"That this meeting is of opinion that Queen's Bench causes should be divided into three distinct lists: (1) commercial; (2) libel and personal injuries, including breach of promise cases and the like; (3) miscellaneous." He argued that the commercial litigation of this country is far more important than any other class of trial; that something should be effectually done to secure some sort of priority of trial for mercantile causes; that commercial cases being easily ascertained, as shewn by the present partial classification, there is really no practical difficulty, and needless trouble is given by a massive, unmanageable, and uncountable list; that although libel and other personal questions are of great importance to the parties concerned, and must be efficiently dealt with, their hearing should be postponed when one court only is available; and that the judges could still sit by *rota* if there be any delicacy on the question of selection. In these times it seemed that everybody considered it more or less necessary to libel everybody else, and it would be found on looking at the cause lists for the last twelve months that libel causes had had really the largest share of the judges' time. It was admitted on all hands that they were losing their commercial business in the High Court, and he believed that the first step towards bringing it back was to give these cases preference over the general class of cases.

Mr. EDWIN SMITH (London) seconded the motion.

Mr. WALTERS said this was really part of a very large subject, and the council were already in communication with the Lord Chancellor upon the matter of delays in procedure in the Queen's Bench Division. So far back as the Nottingham meeting resolutions were passed on the subject, and it was referred for consideration to a joint committee appointed by the council and by the Chamber of Commerce for London, and by arrangement with them the council sent a letter to the Lord Chancellor upon the subject, and the Chamber sent a memorial couched in very much the same terms. In the letter the council pointed out that a general feeling of dissatisfaction existed with regard to the present system of procedure among the mercantile classes and suitors generally, and it was largely shared in by the profession; that the delays deterred cautious men engaged in business from resorting to the courts; that litigation, so far as mercantile business was concerned, had decreased in London, Liverpool, Manchester, and other places, disputes being settled by an informal mode of arbitration, which did not give satisfaction, but which was resorted to on account of its expedition and inexpensiveness; and the council had asked that the whole subject of the working of the judicature system should be considered by Royal Commission or otherwise. The answer was to the effect that the Lord Chancellor was fully alive to the difficulties, and that he was seriously considering the matter with the Lord Chief Justice and the judges of the High Court, but he deprecated the appointment of a Royal Commission, because, he pointed out, the subjects of objection and the remedies for them were neither of them obscure, therefore he did not want to have a Royal Commission, which would perhaps open out a lengthy controversy. Under these circumstances he (Mr. Walters) did not know whether it would be quite desirable for them to pass a resolution bearing on one point only of the whole procedure, though it was a most important point. He would suggest that Mr. Munton should put his views in the shape of a paper and read it at the meeting to be held at Plymouth, with the view of strengthening the hands of the council in their communications with the Lord Chancellor. At the present moment it was clear that nothing could be done this session.

Mr. MUNTON assented to this course and withdrew the motion. He said no one valued more than he did the efforts which had been made jointly by the council and by the Chamber of Commerce, of which he himself was a member, but the next best thing to a Royal Commission was a discussion on the part of the Incorporated Law Society before the public, who were more interested than solicitors were themselves.

THANKS TO THE PRESIDENT.

Mr. MUNTON proposed a vote of thanks to the retiring President, speaking of his unvarying courtesy and the attention he had given to every representation made to him on the part of the profession during his year of office.

Mr. R. W. DIBDIN (London) seconded the motion, which was supported by Mr. WALTERS, and carried with acclamation.

The PRESIDENT returned thanks, and the proceedings terminated.

The following are extracts from the annual report of the council:—

Number of members.—The society now consists of 6,558 members, of whom 3,092 practise in town, and 3,466 in the country; 310 new members have joined the society during the past year, and, after deducting the loss caused by death and other causes, the increase is 208.

Lectures and Law Classes.—Mr. Rowland R. Whitehead, Mr. T. E. Scrutton, and Mr. Hugh Fraser have during the past year each delivered a course of lectures on real property and conveyancing, on common law, and on equity respectively. The number of subscribers to the lectures has been forty-two, and to the lecturers' classes twenty, as against seventy and thirty for the previous year. Having regard to the continuous falling off in the attendance at the lectures, the council propose to take into their consideration the question whether they should be continued on their present footing, bearing in mind that the indisposition to attend lectures is not confined to those of this society, but is noticeable in other quarters.

Solicitors Act, 1888.—Since the Act came into operation on the 1st of February, 1889, 300 applications have been made to, and considered by, the statutory committee; of these, 143 did not disclose any such cause for complaint against the solicitor as required an answer from him; 32 were by solicitors who, for various reasons, applied to have their names removed from the roll on their own request; and 99 cases were heard, with the result that 44 were, by the leave of the committee, withdrawn; in 1 case the solicitor died during the hearing, in 22 cases the committee reported that no *primâ facie* case was made out, and in 32 they reported adversely to the solicitors. Of these last the court in 3 cases, accepting the recommendation of the committee, did not make any order; in 7 the solicitors were suspended from practice for a greater or less period, and 19 were struck off the rolls, and 2 were ordered to pay the costs of the proceedings. The remaining case has not yet been reached. Of the other 26 cases, 2 were not dealt with because the solicitors complained of had been punished under other applications; 5 were for various causes struck out of the list; and 19 are awaiting hearing. In addition to the cases dealt with by the committee under the Act, 6 cases of conviction of solicitors for criminal offences have, under authority of the council, been brought before the court, and the names of the offenders removed from the roll.

Professional purposes.—The council have during the past year obtained convictions against unqualified persons in 9 cases under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 68).

Solicitors' Remuneration Order.—Numerous questions under the Solicitors' Remuneration Act, 1881, and the General Order made in pursuance of that Act, have been submitted during the past year, either for decision by the council on matters in dispute between members, or for the opinion of the council for the guidance of members. The last digest of judicial decisions and of opinions of the council was issued at the beginning of 1889. It is proposed to issue, at the end of the present year, 1891, a supplement to that digest, which will contain the decisions of the courts and the opinions of the council for the three years—1889, 1890, and 1891. The council desire it to be borne in mind that, where a question is actually in dispute between members, it can only be dealt with when the parties unite in a statement of facts and agree to be bound by the decision of the council. It has been found necessary to establish this rule to avoid the inconvenience arising from opinions given in such cases on statements and arguments furnished by one side only. The council have continued to support test cases involving matters of principle under the General Order interesting to the whole profession. Among others, the following:—In *Re Robson* (45 Ch. D. 71) the taxing master had disallowed the lease scale fee in respect of the premium where a lease was granted in consideration partly of a premium and partly of a rent, on the ground that there had been no deduction of title; but his decision was overruled by North, J., in May, 1890, who held that the solicitor was entitled to the scale fee in respect of the premium in addition to the scale on the rent. In the case of *Re Smith, Pinsent, & Co.* (44 Ch. D. 303), Chitty, J., in March, 1890, held that the costs of an ineffectual sale of property should be taxed under Schedule II. where there was no probability of an actual sale being effected for some years to come. In *Re Macgowan* (1891, 1 Ch. 105) the Court of Appeal held in December, 1890 (reversing Kay, J.), that the negotiation scale on a sale was not barred by the employment of valuers to furnish evidence to enable the court to sanction the contract. This decision was in accordance with the previously-recorded opinion of the council given on various occasions. The council have under consideration a test case for reopening the decisions in *Re Emanuel & Simmonds* and *Re Field*, to the effect that the lease scale covers a preliminary agreement and negotiations. As regards sales under the Lands Clauses Act, which are excluded from the scale by rule 11, Schedule I., Part 1, of the Remuneration Order, the council have hitherto considered that rule 11 does not, and that the scale does, apply where no notice to take compulsorily has been served. They were lately asked to take up a test case on this point where a local authority had refused to pay the scale. Thereupon the advice of eminent counsel was taken, and, acting on his opinion, the council (without recalling their own previously-expressed opinions) resolved that the expense of a test case was not justifiable in the interests of the profession.

Solicitor Mortgagee Costs.—The right of a solicitor mortgagee to costs has been much considered during the last twelve months. In *Field* v. *Hopkins* (34 S. J. 332, 44 Ch. D. 524) Kay, J., held that, in taking the accounts under a foreclosure judgment, the solicitor mortgagee could not charge costs of an order (made subsequently to the mortgage) appointing trustees under the Settled Land Act for the purpose of the Act; or costs for business not connected with the mortgage transacted for one of the mortgagors; or a fee paid by the solicitor mortgagee to an auctioneer (who was also one of the mortgagees) for valuing the property, and the Court of Appeal in March, 1890, affirmed the decision. In *Re Wallis, Ex parte Lickorish* (34 S. J. 439, 38 W. R. 482), the Court of Appeal held that on the redemption of a mortgage the solicitor mortgagee was not entitled to charge profit costs against the mortgagor, on the ground that the rights of the mortgagor and mortgagee depended on the contract, and that where there was no express contract the mortgagee could not charge the mortgagor with remuneration for his own services. In *Stone* v. *Lickorish & Bellord* (35 S. J. 245) the taxing master had allowed the costs of the solicitor mortgagees in an action for redemption commenced by the trustee in bankruptcy of the mortgagor, but Mr. Justice Stirling, on the 31st of January, 1891, held that the solicitor mortgagees were not entitled to profit costs as payment for personal services. The council have submitted a case to counsel for opinion as to the prospect of success if these various decisions were carried to the House of Lords, but he advised that the principle adopted by the court had been laid down too long ago, and was too well settled to be successfully disputed at the present day. He was of opinion that the solicitor mortgagee could not recover profit costs in any of the cases above referred to, although in a contentious suit (not merely to enforce a mortgage) the court can and does, when it thinks fit, make an order entitling a successful solicitor who is a party to profit costs, but that the right to the profit costs in such a case depends on the order of the court, and does not arise on the contract contained in a mortgage.

(To be continued).

LEGAL NEWS.

OBITUARY.

Mr. William Thomas Shave Daniel, Q.C., late county court judge of Circuit No. 11, died on the 9th ult. He was the eldest son of Mr. Wm. Daniel, of Stepenhill, Derbyshire, and was born on the 17th of March, 1806. He became a student at Lincoln's-inn on the 27th of January, 1825, and was called to the bar on the 8th of February, 1830. He was married on the 12th of September, 1830, to Harriet, eldest daughter of Mr. John Mayon, of Coleshill; she died in 1838. He was married again on the 11th of April, 1840, to Sarah, only daughter of the late Rev. Arthur William Trollope, D.D., head master of Christ's Hospital. He was recorder of Ipswich from 1842 to 1848, and was author of "History and Origin of Law Reports." He was vice-chairman of the Council of Law Reporting from 1865 to 1870. He was a member of the Law Digest Commission, 1868. He contested Tamworth in 1859, and again in 1865. He was appointed county court judge in 1867, from which office he retired some years ago.

Mr. Frederick John Tucker, solicitor, of 4, Serle-street, Lincoln's-inn, and 147, Victoria-street, Westminster, died on the 9th ult. He was the son of the Rev. Andrew Tucker, rector of Wootton-Fitzpaine and Catherston Leweston, in Dorsetshire, and was born in 1811 at Chardstock, in the same county, and was educated at Sherborne School. He was articled to the late Mr. John Benbow, a member of the firm now represented by Messrs. Saltwell & Tryon, No. 1, Stone-buildings, Lincoln's-inn, and was admitted a solicitor in Hilary Term, 1834. From 1841 to 1856 Mr. Tucker was in practice on his own account at 6, Raymond's-buildings, Gray's-inn, but in the latter year he joined the late Mr. John Henry Benbow, a son of the Mr. Benbow to whom he was articled, and became a partner in the firm now represented by Messrs. Saltwell & Tryon. On the 1st of March, 1869, Mr. Tucker left this firm and entered into partnership with Mr. Ernest Edward Lake, with whom he carried on business until the time of his death. Mr. Tucker leaves a widow, but no children.

APPOINTMENTS.

Mr. Robert Campbell, M.A., late fellow of Trinity Hall, Cambridge, barrister, of 13, Old-square, Lincoln's-inn, has been appointed Lecturer on Equity to the Incorporated Law Society. Mr. Campbell was admitted a member of the faculty of advocates, Scotland, in 1856. He was called to the bar at Lincoln's-inn on the 18th of November, 1867. He is the second son of the late Captain Robert Campbell, R.N., and was born on the 24th of February, 1832, and married on the 25th of April, 1867, Marian Lucy, eldest daughter of the Rev. P. A. Ilbert, rector of Thurleston, Devon.

Mr. Edward Henry Busk, M.A., LL.B. Lond. (of the firm of Busk & Co.), of 45, Lincoln's-inn-fields, has been reappointed Reader of Elementary Law to the Incorporated Law Society. Mr. Busk was admitted a solicitor in Easter Term, 1868.

Mr. Thomas Edward Scrutton, barrister, of 1, Essex-court, Temple, has been reappointed Lecturer on Common Law to the Incorporated Law Society. Mr. Scrutton is the eldest son of Mr. Thomas Scrutton, of Buckhurst Hill, Essex, and was born on the 24th of August, 1856. He was called to the bar at the Middle Temple on the 21st of June, 1882. He is professor of constitutional law and history at University College, London, an M.A. of the University of London, a member of Convocation, B.A. and LL.B. of Trinity College, Cambridge. He is author of a treatise on the Law of Copyright and a synopsis of the Corrupt Practices Act.

Mr. Rowland R. Whitehead, M.A., barrister, of 14, Old-square, Lincoln's-inn, has been appointed Lecturer to the Incorporated Law Society on Real Property and Conveyancing. Mr. Whitehead was called to the bar at the Inner Temple in Easter Term, 1888.

Mr. John Edward Gray Hill, solicitor (of the firm of Hill, Dickinson, Dickinson, & Hill), of Liverpool, has been elected a Member of the Council of the Incorporated Law Society. Mr. Hill was admitted a solicitor in Trinity Term, 1863, after having passed the Final Examination with honours. He is a commissioner for oaths.

Mr. Thomas Denning Bisdee, solicitor (of the firm of Burroughs & Bisdee), of Forest Hill, Kent, has been appointed a Commissioner for Oaths. Mr. Bisdee was admitted a solicitor in Easter Term, 1854.

Mr. John Warren Briggs, solicitor, of Nottingham, has been appointed a Commissioner for Oaths. Mr. Briggs was admitted a solicitor in November, 1884.

Mr. William Charles Henry Cross, LL.B. Lond., solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Cross was admitted a solicitor in January, 1880.

Mr. Cecil Newton Goodhall, solicitor, of Park Prospect, Little Queen-street, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Goodhall was admitted a solicitor in December, 1881.

Mr. Henry Howard Batten, barrister, has been elected Clerk to the Central Governing Body appointed to carry out the City of London Parochial Charities Act, 1883. The salary attached to the position is £700 a year. Mr. Batten has been connected with the Charity Commission since 1866, and for the last eight years has been a first-class clerk in the City of London Parochial Charities Department.

Mr. Henry Owen, B.C.L. Oxon, solicitor (of the firm of Jenkinson, Owen, & Co.), of 1a, Frederick's-place, Old Jewry, E.C., has been appointed a Commissioner for Oaths. Mr. Owen was admitted a solicitor in Easter Term, 1870. He is a justice of the peace for the county of Pembroke.

Mr. John Lloyd Warden Page, solicitor, of Williton, Somerset, has been appointed a Commissioner for Oaths. Mr. Page was admitted a solicitor in December, 1881.

Mr. Walter Hope Reinhardt, LL.B., solicitor (of the firm of Smith & Reinhardt) of Birkenhead, has been appointed a Commissioner for Oaths. Mr. Reinhardt was admitted a solicitor in January, 1885.

Mr. Herbert Warren, B.A. Lond., solicitor (of the firm of Balderston & Warren), of 52, Bedford-row, W.C., has been apppointed a Commissioner for Oaths. Mr. Warren was admitted a solicitor in December, 1885.

Mr. Herbert Edwin Watts, of 31, Southampton-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Watts was admitted a solicitor in May, 1874.

Mr. Herbert Hunter, solicitor, of 14, Spring-gardens, S.W., has been appointed a Commissioner for Oaths. Mr. Hunter was admitted a solicitor in November, 1882.

Mr. John Haslam, solicitor, of Bury, has been appointed a Commissioner for Oaths. Mr. Haslam was admitted a solicitor in July, 1878. Mr. Haslam is town clerk of Bury.

Mr. John William Hattersley, solicitor, of Mexborough, had been appointed a Commissioner for Oaths. Mr. Hattersley was admitted a solicitor in February, 1885. He is clerk to the local board.

Mr. Frank Lewis, solicitor, of Newport, Mon., has been appointed a Commissioner for Oaths. Mr. Lewis was admitted a solicitor in January, 1885.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Samuel Tilley, Samuel Yardley Tilley, and Christopher Albert Blakelock, solicitors (Tilley, Son, & Blakelock), 56, High-road, Kilburn, and 1, Quality-court, Chancery-lane, London. June 18. So far as regards the said Christopher Albert Blakelock.

John Eastham, William Eastham, and Arthur Henry Aitken, solicitors (Eastham & Aitken), Clitheroe and Accrington. July 1. In future the said business will be carried on by the said John Eastham and William Eastham, under the style or firm of J. & W. Eastham.

[*Gazette*, July 10.

Peter de Egglesfield Collin and Charles Garibaldi Shaw, solicitors (Collin & Shaw), Maryport. July 9. The business will be henceforth carried on by the said Peter de Egglesfield Collin alone.

[*Gazette*, July 14.

GENERAL.

It is stated that Mr. Justice Jeune and Mr. Justice Collins will be the two Long Vacation judges.

For some time past, says the *Times*, reports have been current that Sir T. Chambers, Q.C., the Recorder of London, was about to resign, and contradictions have been equally plentiful. It has now, however, been practically settled that the recorder will retire with a pension nearly equal to his present salary, which is £3,500 a year. This step will probably be taken within a month.

The Bar Committee have made arrangements with the benchers of the Inner and Middle Temples and the Lord Chancellor's secretary, Mr. Muir Mackenzie, Q.C., for the exhibition of the daily lists of causes in a glass frame under the cloisters in the Temple. These lists will be in writing, and they will be posted up at the Temple each evening shortly after the courts rise, and simultaneously with those at the Law Courts. This arrangement will come into operation in a day or two.

On Tuesday Mr. Justice Romer announced that no actions in his own list would be taken by him on Friday, but that on that day he would hear not only Mr. Justice North's motions, but also that learned judge's petitions and short causes; that on Monday his lordship would sit in chambers for Mr. Justice North; and that between Thursday and Tuesday next no actions in his lordship's own list would be in the paper for hearing.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 20	Mr. Clowes	Mr. Carrington	Mr. Farmer
Tuesday 21	Jackson	Lavie	Rolt
Wednesday 22	Clowes	Carrington	Farmer
Thursday 23	Jackson	Lavie	Rolt
Friday 24	Clowes	Carrington	Farmer
Saturday 25	Jackson	Lavie	Rolt

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, July 20	Mr. Pemberton	Mr. Beal	Mr. Leach
Tuesday 21	Ward	Pugh	Godfrey
Wednesday 22	Pemberton	Beal	Leach
Thursday 23	Ward	Pugh	Godfrey
Friday 24	Pemberton	Beal	Leach
Saturday 25	Ward	Pugh	Godfrey

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Jones.—July 11, at Sidmouth, Devon, the wife of George Farewell Jones, of 12, Elsworthy-road, Primrose-hill, N.W., of a son.

Pearson.—July 9, at Barrow-in-Furness, the wife of H. Garencieres Pearson, solicitor, of a son.

Roberts.—July 10, at 11, Eldon-road, Kensington, the wife of Walworth Howland Roberts, barrister-at-law, of a daughter.

Waddington.—July 12, at 42, Ravenscourt-gardens, Hammersmith, the wife of Mr. F. Sydney Waddington, solicitor, of a son.

Woodbridge.—July 10, the wife of Frank Woodbridge, of Donnington, Brentford, and 5, Serjeants'-inn, London, solicitor, of a son.

Wyatt.—July 11, at Harsfold Manor, Billingshurst, Sussex, the wife of John Arthur Penfold Wyatt, barrister-at-law, of a daughter.

MARRIAGES.

Bodkin—Bush.—July 8, at St. Peter's, Belsize, Archibald Henry Bodkin, barrister-at-law, of 4, Temple-gardens, Temple, to Maud Beatrice, third daughter of the Rev. R. Wheler Bush, of 67, Belsize-park, Rector of St. Alphage, London-wall.

Gaskell—Lindsay.—July 14, at All Souls' Church, Harlesden, George Edward Penn Gaskell, barrister-at-law, to Eleanor Charlotte, daughter of the late David Baird Lindsay.

DEATHS.

Clark.—July 13, at Cowick, near Snaith, Edward Elsdale Clark, of Snaith, Yorkshire, solicitor, aged 76.

Douglas.—July 6, by accident at Herne-hill Railway Station, Malcolm Percy Douglas, barrister-at-law, of Woodfield, Palace-road, Tulse-hill, S.W.

WINDING UP NOTICES.

London Gazette.—Friday, July 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Clarendon Land Investment and Agency Co, Limited—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Cecil Kearney, 8, Bucklersbury. Munns & Longden, Old Jewry, solors for liquidator

Gold Fields of French Guayana, Limited—Petn for winding up, presented July 7, directed to be heard on July 18. Harston, Bishopsgate st Within, petner in person. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 17

Oldham Advertiser Printing and Publishing Co, Limited—Creditors are required, on or before Aug 11, to send their names and addresses, and particulars of their debts or claims, to John Charles Atkins, 19, Queen st, Oldham. Cooke, Hyde, solor for liquidators

Sovereign Chemical Works (Hamilton & Co), Limited—Petn for winding up, presented July 6, directed to be heard before Chitty, J., on Saturday, July 18. Styer, Threadneedle st, solor for petners

London Gazette.—Tuesday, July 14.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Transvaal Prospecting Co, Limited—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their demands or claims, to Ernest Berghoit, 11, Queen Victoria st. Harris, Leadenhall st, solor for liquidator

Clarendon Land Investment and Agency Co, Limited—By an order made by North, J., dated July 4, it was ordered that the voluntary winding up of the company be continued. Marsden & Wilson, Old Cavendish st, solors for petner

Victoria Torpedo Co, Limited—Petn for winding up, presented July 10, directed to be heard before Kekewich, J., on July 25. Herbert, Cork st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 24

Victory, Limited—Holders of share warrants are required, on or before Oct 27, to send their names and addresses, and the particulars of share warrants held by them, to Edwin Waterhouse, 44, Gresham st

Whitfield, Stead, & Co, Limited—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to William Henry Armitage, Dewsbury

FRIENDLY SOCIETY DISSOLVED.

Chester Constitutional Friendly Society, St John's House, Little St John st, Chester. July 10

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, June 30.

Henning, Samuel, Dean's ct, Doctors' commons, Gent. July 25. Henning v Henning, Kekewich, J. Debenham, Salters' Hall ct, Cannon st

Jenkin, Annetta, Swansea. July 19. Harvey v Roberts, Stirling, J. Fereday, Old Broad st

Owen, Hugh Gwynne, Finchley rd, no occupation. July 29. Dawson v Wright, Stirling, J. Wright, Queen Victoria st

London Gazette.—Friday, July 3.

Curran, John Kennedy, Finsbury st, Finsbury, Provision Merchant. July 25. Curran v Curran, Kekewich, J. Page, Gresham st

London Gazette.—Tuesday, July 7.

Bentinck, Right Hon George Augustus Frederick Cavendish, Grafton st, Bond st. Sept 15. Bentinck v Bentinck, Stirling, J. Cunliffes & Davenport, Chancery lane

London Gazette.—Friday, July 10.

Blannin, George, Bristol. July 30. Clark v Clark, Chitty, J. Tonkin, Bristol

Evans, Elizabeth, Llandrillo, Merioneth. July 31. Evans v Evans, North, J. Roberts, Ruthin

Lysaght, Hon Elizabeth Marianne, Kenton, Devon. Aug 7. Marwood v Baumgartner, North, J. Maule, Huntingdon

London Gazette.—Tuesday, July 14.

Calvert, Thomas, Malton, Yorks. Sept 30. Calvert v Calvert, North, J. Estill, Malton

Cooper, George Hand, Newcastle-under-Lyme. Oct 1. Onions v Cooper, North, J. Marshall, Stoke-upon-Trent

Gower, Frederick Allen, Paris, Gent. Aug 18. Wollaston v Davis, Chitty, J. Davis, Coleman st

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, July 3.

Allan-Fraser, Patrick, Arbroath, N.B., Esq. July 30. Caddick, West Bromwich

Bartlett, Samuel, Freemantle, Millbrook, Southampton, Gent. Aug 15. Footner & Son, Romsey

Brady, Henry Bowman, Robert st, Adelphi, Gent. Aug 10. Watson & Dendy, Newcastle on Tyne

Brearley, Henry, Ticknall, Derby, Draper. Aug 7. J. & W. H. Sale, Derby

Burgess, Thomas, Over Tabley, Chester, Farmer. July 18. Sedgley & Co, Knutsford

Burnet, Boyd, King st, Covent Garden, Art Draper. Aug 15. Button & Co, London and County Bank House, Covent Garden

Caddick, Joseph, Keresley, Warwick, Gent. July 30. Caddick, West Bromwich

Champ, Elizabeth Critchard, London terr, London fields, Hackney. July 22. Keays, Charles st, St James's

Charlton, Joseph, Norton, Durham, retired Farmer. July 15. Harrison & Barker, West Hartlepool

Collinson, William, Liverpool, Bootmaker. Aug 8. Johnson, Liverpool

Cutbush, Elizabeth, Eastbourne. July 23. Tanner, Rose Hill rd, Wandsworth, Surrey

Dickinson, Joseph, Leicester, retired Wheelwright. Aug 5. Stevenson & Son, Leicester

Dixon, Joseph, Gt Salkeld, Cumbrid, Farmer. Aug 12. Arnison & Co, Penrith

Earle, Sydney, Kingston upon Hull, Merchant. Aug 14. England & Co, Hull

Edlin, John, Manorgate rd, Norbiton, Esq. Aug 13. Clabon & Parker, Gt George st, Westminster

Edwards, Margaret, Aberystwith, Cardigan. July 30. Talbot & Watkins, Newtown, Montgomery

Farrar, William, Mytholmroyd, Halifax. Aug 7. Shaw, Hebden Bridge

Fisher, Phillis, Upper Stanhope st, Liverpool. July 20. Tyrer & Co, Liverpool

Freeman, Agnes Georgina, Holbeck rd, Brixton. Aug 1. Woodroffe & Burgess, New sq, Lincoln's inn

Green, Naomi, Clifton, Lancs. Aug 3. Bowden & Walker, Manchester

Gunston, Jane, Hipperholme, Yorks. Sept 1. Ayrton, Brighouse

Hartley, Doctor, Accrington, Surgeon. July 31. Sprake, Accrington

Keatt, Susan, Folkestone. Aug 1. Broughton & Co, Gt Marlborough st.

Kettlewell, William, Sutton, Chester, Licensed Victualler. July 31. May, Macclesfield

Larking, John Wingfield, Lee, Kent, Esq. Aug 1. White & Co, Whitehall place

Lewis, Samuel, Kingsley, Chester, Timber Merchant. July 31. Dixon, Northwich

Lonsdale, Ellen, Downham, nr Clitheroe, Lancs. Aug 4. Proctor & Baldwin, Burnley

MacIvor, Clara, Southsea. July 31. Woosnam & Crowdy, Newton Abbot, Devon

Mallinson, John, Bradford, Wire Mill Manager. Aug 1. Farrar, Bradford

McAndrew, John, Bootle, Lancs, Shipwright. Aug 10. Quinn & Sons, Liverpool

Moore, Robert, Newcastle-upon-Tyne, Steam Tug Owner. Aug 8. Brown, Newcastle-upon-Tyne

Moore, Sarah, Lr Dartmouth st, Birmingham. Aug 1. Jeffery, Birmingham

Mortimore, Ann, Leicester. Aug 5. Stevenson & Son, Leicester

Mottram, John, Liverpool, Brassfounder. Aug 8. Johnson, Liverpool

Nunn, Arthur John Farthing, Tollington-road, Holloway, Gent. Aug 11. Thomsons & Co, Cornhill

Oliver, Philip, Blackheath, Kent, Gent. July 21. Beauchamp, Worcester

Parle, William, Liverpool, Estate Agent. Aug 1. J. F. Parle, Liverpool

Richards, John, West Bromwich, Gent. July 30. Caddick, West Bromwich

Richardson, Francis, Kingston upon Hull, French Polisher. Aug 31. J. T. & H. Woodhouse, Hull

Ridgway, Blanche, Carrick on Suir, Waterford, Ireland. Aug 1. Currey & Co, Gt George st, Westminster

Rigby, Martha Smith, Audley lane, Blackburn. July 14. Lambert, Horwich

Seymour, Sophia Jane, Bristol. Aug 4. Sturge, Bristol

Smith, John Francis, Kingston upon Hull, retired Cooper. Aug 1. Gale, Hull

Smith, Stephen, Deptford, Kent, Market Gardener. Aug 1. Smith, Etta st, Deptford

South, George, New Bond st, Veterinary Surgeon. July 10. Powell, Old Burlington st

Taylor, Robert Scott, York, Commercial Traveller. Sept 1. Alderson & Co, Sheffield

Thompson, John Robert, Chapel Allerton, Leeds, Gent. Aug 4. Cranswick, Leeds

Tulk, Alfred, Tunbridge Wells, Esq. Aug 15. Collisson & Co, Bedford row

Unwin, S. J., Norwood Lodge, nr Southall, retired Major Royal Fusiliers. Aug 8. Becher, Bedford row

Vale, John, Haydon's rd, Wimbledon, retired Gas Works Manager. Aug 31. Chester, Newington Butts

White, Margaret Eliza Lyle, Denmark st, Soho. Aug 1. Price, John st, Bedford row

Windham, Robert, Yatton, Somerset, Gent. Aug 15. Benson & Co, Bristol

London Gazette.—Tuesday, July 7.

Aitken, Thomas, Fallowfield, nr Manchester, Gent. Aug 31. Addleshaw & Warburton, Manchester

AYLWIN, JAMES BLACKMORE, Eastbourne, Yeoman. Aug 6. Johnson & Son, Midhurst

BANNISTER, GEORGE, Feering, Essex, retired Major. Aug 15. Bannister & Co, John st, Bedford row

BASS, HENRY, Scarborough, retired Cordial Manufacturer. Aug 17. Peckover, Leeds

COOP, SAMUEL, New Scarborough, nr Wakefield, Prison Warder. Sept 1. Leatham & Co Wakefield

DALBY, JANE, Hampsthwaite, Yorks. Aug 1. Kirby & Son, Harrogate and Pateley Bridge

DONEGALL, AMELIA SPREAD DEANE, Dowager Marchioness of, Park st, Grosvenor sq. Aug 11. Ponsonby, Gt George st, Westminster

EARLE, FREDERICK WILLIAM, Roby, nr Liverpool, Esq. Aug 1. Gibbons & Arkle, Liverpool

GARDINER, WILLIAM WHETSTONE, Beauchamp rd, Lavender Hill, Railway Superintendent Aug 1. Howse Abchurch yard

HARDY, HENRY INMAN, Bures St Mary, Suffolk, Nurseryman. Aug 11. Heathfield, Hanley rd, Hornsey rise

HEBDEN, JANE, Clint, Yorks. Aug 1. Kirby & Son, Harrogate and Pateley Bridge

HERDMAN, JOSEPH HARLING, Clitheroe, Lancs, Wine Merchant. Aug 11. Robinson & Sons, Blackburn

HILL, WILLIAM, Devonport, Licensed Victualler. Aug 10. Seldon, Barnstaple.

HOUGHTON, CHARLES, Harlow, Essex, retired Grocer. Aug 11. Mott & Co, Bedford row

HUGHES, ROBERT, Rhyl, Flint, Brick Manufacturer. Sept 3. Williams, Rhyl

JACKSON, JOHN, Clement's lane, Contractor for Public Works. Aug 31. Emmet & Co, Bloomsbury sqr

JEFFREY, ALLAN RANALD MACDONALD, Saumere rd, Clapham, Journalist. Aug 3. Spottiswoode, Craven st, Charing Cross

JUDD, DANIEL, Harlow, Essex, Farmer. Aug 11. Mott & Co, Bedford row

KLATT, SUSAN, Folkestone. Aug 1. Broughton & Co, Gt Marlborough st

LEE, MARY, Sutton, Sussex. Aug 6. Johnson & Son, Midhurst

LOWTHER, ANN, Beverley, Yorks. Aug 1. Crust & Co, Beverley

LYNN, JAMES, Dorking, Surrey, retired Builder. Aug 11. Down & Co, Dorking

MACDONOUGH, JOSEPH TELFORD, Mossley, Yorks, Clerk in Holy Orders. Aug 15. Rowntree, Oldham

MADDISON, HENRY, Darlington, Durham, Merchant. Aug 6. Stevenson, Darlington

MIDDLEMORE, RICHARD, Hon. F.R.C.S.E., Egbaston, Birmingham, Consulting Surgeon. Aug 15. Saunders & Co, Birmingham

PETERS, GEORGE, Cleveland rd, Islington. Aug 18. Rexworthy, Cheapside

ROPER, JOHN, Brighouse, Halifax, Quarry Owner. Aug 1. Westwood, Bradford and Brighouse; Rhodes, Halifax

ROTHWELL, JOHN, Hulme, Manchester, Brewer. Sept 30. Crofton & Craven and Partington & Allen, Manchester

SCOTT, ELLEN ANNETTE, Montagu sq. Aug 4. Simpson & Co, Moorgate st

SCOTT, WILLIAM BELL, Girvan, Ayr, N.B., Artist, LL.D. Aug 7. Morse, Fenchurch avenue

SENIOR, JOHN, Wendover, Bucks, Carpenter. Aug 31. Burton, Blackfriars rd

SEYMOUR, JAMES, Tasman rd, Stockwell, Gent. Sept 29. Brighten & Lemon, Fenchurch st

SHACKLETON, SARAH, Heptonstall, Halifax. Aug 10. Sutcliffes, Hebden Bridge

SMITH, WILLIAM, Hopwood, Middleton, Lancs, Machinist. July 14. Banks, Heywood

WATTS, ELIZABETH, Martinstown, Dorchester. Sept 1. H. S. & S. Watts, Yeovil

WHITE, NORMAN FRANCIS, Orpington, Kent. Aug 6. Patersons & Co, Lincoln's inn fields

WHYLOCK, WATKIN SANDOM, Folkestone, retired Army Surgeon. Aug 15. Rooke & Sons, Lincoln's inn fields

WILLIAMS, WILLIAM, Pirton, Worcs, Farmer. Aug 8. Powell, Upton upon Severn

London Gazette.—FRIDAY, July 10.

AUSTIN, JOHN, Tavistock crsnt, Westbourne pk, Carpenter. Sept 10. Wrentmore & Son, Bedford row

BANKS, HENRY, York, Music Seller. Aug 12. Cobb, York

BANKS, RICHARD WILLIAM, Kingston, Hereford, Esq. July 21. Davies, Strand

BOSTON, ROBERT, Spittal, Berwick upon Tweed, Fish Curer. Aug 20. Wm & B Weatherhead, Berwick upon Tweed

BROWN, DAVID, Isleham, Cambs, Farmer. Aug 12. Houchen & Houchen, Thetford

BROWN, WILLIAM SCOTT, Manchester, Chemist. Aug 22. A & G W Fox, Manchester

CADMAN, Canon WILLIAM, Trinity Rectory, St Marylebone. Aug 12. A Wood & Co, Gt James st, Bedford row

CROMPTON, ELIZA, Didsbury, Lancs. Aug 22. Hall & Co, Manchester

DEODATO, JOSEPH, Mombasa, Zanzibar Coast, Africa. Aug 8. Budd & Co, Austinfriars

EDMONSTONE, EMMA, Cromwell rd, South Kensington. Aug 19. Walters & Co, New sq, Lincoln's inn

GRAHAM, CAROLINE, Dover terrace, Staines rd, Hounslow. Aug 1. Ruston & Co, Brentford, and Essex st, Strand

GRIFFIN, WILLIAM, Tavistock, Devon, Timber Merchant. Aug 31. Cowlard & Co, Launceston, Cornwall

GUESDON, WILLIAM ANDREW, The Terrace, now North Side, Clapham Common, Esq. Aug 29. Hollams & Co, Mincing lane

HANSON, ELIZA, The Chase, Clapham. Aug 10. Chapman, Pancras lane, Queen st

HARDING, CHARLES, Westfield rd, Hornsey, retired Auctioneer. Aug 11. Godwin & Son, Wool Exchange, Coleman st

HOGG, GEORGE, Newcastle upon Tyne, Gent. Aug 21. Wilkinson & Marshall, Newcastle upon Tyne

LYON, GEORGE, Kingston, Surrey. Aug 12. Clulow & Gould, Gracechurch st

MASON, MARY, Roydon, Essex. Aug 12. Bennett, Gresham bldgs, Basinghall st

MELSOME, RICHARD WILLIAM, Stockton, Wilts, Farmer. Aug 31. Marsh & Macaulay-Bennett, Yeovil

MURRAY, WILLIAM, Mastrick and Woodsied House, Aberdeen. Aug 8. Murray & Co, Birchin lane

NICHOLSON, RICHARD MIDDLEFELL, Yealand, Redmayne, nr Carnforth, Lancs, Joiner. Aug 12. Higson, Preston

O'DONOVAN, JOHN, Liverpool. Aug 10. Rowe & Co, Liverpool

PALMER, ANN, Hitchin, Herts. Aug 5. Hooper & Co, Biggleswade

PORTER, JOHN, Birkenhead, Licensed Victualler. Aug 8. Thompson & Hughes, Birkenhead

ROBERTSON, CHARLES GORDON, Throgmorton st, Stockbroker. Aug 31. E W & R Oliver, Corbet ct, Gracechurch st

ROPER, WILLIAM GREAVES, Sheffield, Gent. Sept 1. Rodgers & Co, Sheffield

RUSSELL, SARAH, Horton Kirby, nr Dartford, Kent. Aug 6. Crosse & Sons, Lancaster pl, Strand

SANDERSON, RALPH, Durham, Builder. Aug 12. Patrick & Son, Durham

SHADDICK, SAMUEL, Weston super Mare, retired Ironmonger. Aug 14. Gwynn & Masters, Bristol

SIMPSON, ROBERT, West Brighton. Aug 12. Carr, High Holborn

SMITH, JAMES, Hastings. Aug 15. Hollams & Co, Mincing lane

STEIN, JOHN, Ladbroke sq. Sept 10. A & C Stein, Lime st

STONE, FANNY, Ladbrook grove rd, Notting hill. Aug 12. Carr, High Holborn

STONE, MARIA, Ferndale rd, Clapham. Aug 12. Carr, High Holborn

STRETTON, WILLIAM WESTON, Leicester, Gent. Oct 20. Stretton & Aysom, Leicester

TAYLER, DUGALD WILLIAM BARRETT, Southampton. Sept 1. Lamport & Aldridge, Southampton

TROLLOPE, MARIA ARTHUR, Lyburn, nr Lyndhurst, Hants. Aug 18. Green & Moberly, Southampton

TROLLOPE, WILLIAM HENRY POSTHUMOUS, Brickworth House, nr Salisbury. Aug 18. Green & Moberly, Southampton

UPINGTON, SAMUEL FLEMMING, Parliament st, Westminster, Underwriter. July 31. Robins, Pancras lane

WALKER, CAROLINE, Headingley, Leeds. July 17. Johnson, Nottingham

WARD, FREDERICK, Hendon, Esq, formerly of the Royal Navy. Sept 1. Pollock & Co Lincoln's inn

WARING, ANN, Kingston upon Hull. Aug 12. Holden & Co, Hull

WILLIAMS, JOHN, Blaenllechau, Glam, Innkeeper. July 31. Morgan & Rhys, Pontypridd

WOOD, ALFRED EDWIN, Manchester, Licensed Victualler. Aug 1. Lambert, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 10.

RECEIVING ORDERS.

ABRAHAMS, LOUISA, Gt Russell st, Bloomsbury, Spinster High Court Pet Feb 20 Ord July 7

BAKER, WILLIAM JAMES, Scarborough, Civil Engineer Scarborough Pet July 8 Ord July 8

BALL, WILLIAM, Hucknall Torkard, Notts, Grocer and Baker Nottingham Pet June 17 Ord July 6

BETTERIDGE, THOMAS, Coalville, Leics, Gardener Burton-on Trent Pet July 8 Ord July 8

BOCOCK, HOBSON, Gainsborough, Grocer, Lincoln Pet July 6 Ord July 6

BOWRING, JAMES RICHARD, Kingston upon Hull, Commission Agent Kingston upon Hull Pet July 8 Ord July 8

BROADBENT, SAMUEL BRAITHWAITE, Heaton Moor, nr Stockport, Commercial Traveller Stockport Pet July 7 Ord July 7

BURTON, JASPER, Sydenham, Kent, Builder Greenwich Pet June 17 Ord July 7

CAW, JOHN (jun.), Halifax, Stockbroker Halifax Pet June 26 Ord July 7

CLARKE, CHARLES, Kingston upon Hull, Plasterer Kingston upon Hull Pet July 7 Ord July 7

DAVIES, JOHN, Shepscombe, Painswick, Glos, Steam Threshing Machine Worker Gloucester Pet July 8 Ord July 8

DENMAN, JOHN EUSTACE, Sloane terrace, Sloane st, Dentist High Court Pet May 28 Ord July 7

DIXON, GEORGE THOMAS, Dersingham, Norfolk, Grocer King's Lynn Pet July 6 Ord July 6

EASTWOOD, DENTON, Oldham, Card Manufacturer Oldham Pet July 6 Ord July 8

HARRISON, ROBERT, Middlesborough, Journeyman Joiner Middlesborough Pet July 4 Ord July 4

HAWKESFORD, JOHN, Birmingham, Builder Birmingham Pet July 6. Ord July 6

HAY, JOHN PEIRSON, Grosmont, Yorks, Gamekeeper Stockton on Tees and Middlesborough Pet July 6 Ord July 6

HINTON, FREDERICK, Portsea, Coffee house Keeper Portsmouth Pet July 6 Ord July 6

HOLYOAKE, WALTER, Leicester, Brewer's Traveller Leicester Pet July 6 Ord July 6

HOPKINS, JAMES SARAH, Ashton, nr Bishops Waltham, Southampton, Threshing Machine Proprietress Southamptom Pet July 7 Ord July 7

HUGHES, JOHN, Higher Tranmere, Birkenhead, late Builder Birkenhead Pet July 8 Ord July 8

INGANNI, FRANCESCO, Newcastle on Tyne, Picture Frame Dealer Newcastle on Tyne Pet July 8 Ord July 8

JOHNSON, ROBERT, Norwich, Licensed Victualler Norwich Pet July 7 Ord July 7

KEOGH, FREDERICK, Church rd, Islington, Pianoforte Dealer High Court Pet July 7 Ord July 7

LE NEVEU, HERBERT COOK, and GEORGE RATE, Leicester, Boot Manufacturers Leicester Pet July 1 Ord July 8

LEWIS, JOHN DAVID, Skewen, Glam, Shipwright Neath Pet July 7 Ord July 7

MENDELSON, MOSES DAVID, Newcastle on Tyne, Clothier Newcastle on Tyne Pet July 6 Ord July 6

MITCHELL, SIMON, Eltham, Kent, Builder Greenwich Pet July 6 Ord July 6

MOON, JAMES, Southborough, Kent, Baker Tunbridge Wells Pet June 27 Ord July 4

MORTON, W E, Croydon, Surrey, Dramatic Author Croydon Pet June 10 Ord July 7

NEWBON, CHARLES, Hulme, Manchester, Leather Lace Manufacturer Manchester Pet June 8 Ord July 8

OVEREND, GEORGE, Bradford, Furniture Dealer Bradford Pet July 8 Ord July 8

PARKER, MARIA, and WILLIAM HENRY PARKER, Bradford, Stuff Merchants Bradford Pet July 4 Ord July 4

REAVY, DANIEL, Hulme, Manchester, Boot Dealer Manchester Pet July 8 Ord July 8

ROTHERA, GEORGE THOMAS, Halifax, Stationer Halifax Pet July 7 Ord July 7

RUTTER, JOHN TIERMAN, Bishopwearmouth, Sunderland, Grocer Sunderland Pet July 7 Ord July 7

SCOTT, MARION, Tean, Checkley, Staffs, Draper Stoke upon Trent and Longton Pet July 7 Ord July 7

SWABY, LOUIS, Argyle rd, Ealing, of no occupation Brentford Pet July 2 Ord July 2

TREGASKIS, SAMUEL THOMAS, jun, St Issey, Cornwall, Corn Merchant Truro Pet June 23 Ord July 8

VAN HOYDON K, CONSTANT, Tredegar sq, Bow, Licensed Victualler High Court Pet June 19 Ord July 6

WERTHEIMER, ISIDORE E, Jermyn st, Gent High Court Pet June 18 Ord July 6

WILLIAMS, JOHN WILLIAM, Mildenhall, Suffolk, Auctioneer Bury St Edmunds Pet July 1 Ord July 8

WINKLE, JAMES BLAKE, Walsall, Boot Dealer Walsall Pet July 6 Ord July 6

FIRST MEETINGS.

ALLPORT, C J, Woburn pl, Russell sqr, Electrical Engineer July 24 at 1 33, Carey st, Lincoln's inn

BALL, WILLIAM, Hucknall Torkard, Notts, Grocer July 17 at 3.30 Off Rec, St Peter's Church walk, Nottingham

BOSDET, ALFRED PHILIP, Old Broad st, Company Promoter July 24 at 11 33, Carey st, Lincoln's inn

BROWN, THOMAS, Liverpool, Ladies' Outfitter July 23 at 3.30 Off Rec, 35, Victoria st, Liverpool

BUCKINGHAM, GEORGE, St Ives, Cornwall, Fish Merchant July 17 at 12.30 Off Rec, Boscawen st, Truro

CASEY, JOHN, Barnsley, Slater July 21 at 11.45 Off Rec, 3, Back Regent st, Barnsley

CAW, JOHN, jun, Halifax, Stock Broker July 18 at 2.30 Off Rec, Halifax

COLLEY, THOMAS, Scarborough, Boot Maker July 17 at 11.30 74, Newborough st, Scarborough

DAVISON, JOSEPH, Manchester, Joiner July 21 at 3 Ogden's chmbrs, Bridge st, Manchester

EASTWOOD, DENTON, Oldham, Card Manufacturer July 22 at 3 Off Rec, Priory chmbrs, Union st, Oldham

EMERSON, WILLIAM HENRY, Grimsby, Builder July 17 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

FOSTER, SAMUEL, Boothen, Stoke upon Trent, Grocer July 22 at 10 Off Rec, Newcastle under Lyme

FREEMAN, THOMAS, Wellingborough, Boot Maker July 18 at 12.30 County Court bldgs, Northampton

GOVETT, GEORGE SLOCOMBE, Whitnell, Fiddington, Somer-

set, late Farmer July 17 at 11 Bristol Arms Hotel, Bridgwater

HALL, JAMES, Smethwick, Staffs, Undertaker July 20 at 10.30 County Court, West Bromwich

HARGRAVE, CHARLES EDWARD, Leeds, Shop Manager July 20 at 11 Off Rec, 24, Park row, Leeds

HINTON, FREDERICK, Portsea, Coffee house Keeper July 21 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

HOLYOAKE, WALTER, Leicester, Brewer's Traveller July 17 at 12 Off Rec, 34, Friar lane, Leicester

HOPKINS, JANE SARAH, Ashton, nr Bishop's Waltham, Southampton, Threshing Machine Proprietress July 21 at 2 Off Rec, 4, East st, Southampton

LINARD, WILLIAM FREDERICK ATKINSON, Leyton Park rd, Leyton, of no occupation July 22 at 11 33, Carey st, Lincoln's inn

LLOYD, GEORGE, Heaton, Newcastle on Tyne, Soap Agent July 20 at 12.30 Off Rec, Pink lane, Newcastle on Tyne

MALINGS, JAMES, Woolwich, Lawn Tennis Manufacturer July 17 at 12.30 24, Railway approach, London Bridge

MAY, WILLIAM TRELEAVEN, St. Austell, Cornwall, Butcher July 17 at 2 Off Rec, Boscawen st, Truro

OVERTON, BENJAMIN HOBSON, Gt Grimsby, Tobacconist July 17 at 11 Off Rec, 15, Osborne st, Gt Grimsby

OWEN, JOHN, Dwyran, Anglesey, Farmer July 21 at 2.30 Crypt chmbrs, Chester

PARKER, MARIA, and WILLIAM HENRY PARKER, Bradford Stuff Merchants July 21 at 11 Off Rec, 31, Manor row, Bradford

PARSONS, CHARLES STEPHEN, Walton on Thames, Surrey, Coal Merchant July 17 at 11.30 24, Railway app, London bridge

PERCIVAL, EVERARD, Sandy, Beds, Solicitor's Clerk July 17 at 12 Off Rec, 1A, St Paul's sqr, Bedford

ROBERT, GASTON, formerly Cannon st July 23 at 1 33, Carey st, Lincoln's inn

ROBERTS, JOHN, Hassocks, Sussex, retired Captain in the Navy July 20 at 3 Off Rec, 4, Pavilion bldgs, Brighton

ROTHERA, GEORGE THOMAS, Halifax, Stationer July 18 at 11 Off Rec, Halifax

ROWLANDS, CHARLES, Gwrhay, nr Argoed, Mon, Carpenter July 18 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon

RULE, CHARLES, Newcastle on Tyne, Grocer July 20 at 12 Off Rec, Pink lane, Newcastle on Tyne

SCOTT, MARION, Tean, Checkley, Staffs, Draper July 22 at 10.30 Off Rec, Newcastle under Lyme

SNOWDEN, GEORGE, Scarborough, Currier July 22 at 3 74, Newborough st, Scarborough

SWEETING, EDWARD, Gt James st, Bedford row, Solicitor July 23 at 12 33, Carey st, Lincoln's inn

TOYE, STEPHEN, Montgomery, Coal Merchant July 21 at 1 Off Rec, Llanidloes

TWITCHIN, PERCY HERBERT BENONI, and JAMES DOBBIN, Earl st, Edgware rd, Licensed Victuallers July 24 at 12 33, Carey st, Lincoln's inn

UNDERWOOD, JOHN THOMAS, Leicester, Hosiery Warehouseman July 17 at 2 Off Rec, 34, Friar lane, Leicester

VON ZEDLITZ, M, St aftesbury avenue, Club Promoter July 24 at 2.30 33, Carey st, Lincoln's inn

WALKER, R A, Muscovy crt, Mercantile Salesman July 23 at 2.30 33, Carey st, Lincoln's inn

WARREN, JOHN CHALCRAFT, Iping, Sussex, Paper Manufacturer July 21 at 12 Dolphin Hotel, Chichester

WESTERGAARD, CARL FREDERICK, formerly Denbigh st Pimlico, of no occupation July 22 at 12 33, Carey st, Lincoln's inn

WILLIAMS, BENJAMIN, Orrell, nr Wigan, Grocer July 18 at 11 Off Rec, 16, Wood st, Bolton

WILSON, DUDLEY WILLIAM, Dempster rd, East Hill, Wandsworth, Clerk July 22 at 2.30 33, Carey st, Lincoln's inn

WINKLE, JAMES BLAKE, Walsall, Boot Dealer July 22 at 11.30 Off Rec, Walsall

ADJUDICATIONS.

ALMOND, WILLIAM JOHN, Cheapside High Court Pet Feb 20 Ord July 7

ASHCROFT, WILLIAM, Fleet st, Brewer High Court Pet Apr 7 Ord July 7

BAKER, WILLIAM JAMES, Scarborough, Civil Engineer Scarborough Pet July 8 Ord July 8

BALL, WILLIAM, Hucknall Torkard, Notts, Grocer Nottingham Pet June 17 Ord July 6

BETTERIDGE, THOMAS, Coalville, Leics, Gardener Burton on Trent Pet July 8 Ord July 8

BOCOCK, HOBSON, Gainsborough, Grocer Lincoln Pet July 6 Ord July 6

BOWRING, JAMES RICHARD, Kingston upon Hull, Commission Agent Kingston upon Hull Pet July 8 Ord July 8

BROADBENT, SAMUEL BRAITHWAITE, Heaton Moor, nr Stockport, Commercial Traveller Stockport Pet July 7 Ord July 7

BUTSON, H R, Swinton st, Gray's inn rd, Builder High Court Pet Apr 9 Ord July 7

CAW, JOHN, the younger, Halifax, Stock Broker Halifax Pet June 26 Ord July 7

COCKROFT, CHARLES, Wingate, Durham, Draper Sunderland Pet June 4 Ord July 6

COLE, WALTER, Gresham st, Surveyor High Court Pet Jan 13 Ord July 7

COOPER, THOMAS JOHN, Earl's court rd, Manager to T J Cooper & Co., Lim. High Court Pet May 11 Ord July 7

COOPER, WILLIAM HEDGES, Farnborough, Hants, Forage Contractor Guildford and Godalming Pet June 4 Ord July 8

DAVIES, JOHN, Shepscombe, Painswick, Glos, Steam Treshing Machine Worker Gloucester Pet July 8 Ord July 8

DAVISON, JOSEPH, Manchester, Joiner Manchester Pet June 28 Ord July 7

DIXON, GEORGE THOMAS, Dersingham, Norfolk, Grocer King's Lynn Pet July 8 Ord July 6

DOWNES, CHARLES, Cheapside, Auctioneer High Court Pet June 11 Ord July 7

FITTER, WALTER, and HENRY WALTER ANKRETT, Wolston, Warwickshire, Builders Coventry Pet June 6 Ord July 2

GILES, HENRY, and HENRY JOSEPH GILES, East Barnet, Herts, Grocers Barnet Pet June 26 Ord July 6

GROVES, HENRY, Nottingham, Corn Miller's Traveller Nottingham Pet April 29 Ord July 6

HARRISON, ROBERT, Middlesborough, Journeyman Joiner Middlesborough Pet July 3 Ord July 4

HAWKESFORD, JOHN, Birmingham, Builder Birmingham Pet July 6 Ord July 8

HAY, JOHN PEIRSON, Grosmont, Yorks, Gamekeeper Stockton on Tees and Middlesborough Pet July 6 Ord July 6

HINTON, FREDERICK, Portsea, Coffee house Keeper Portsmouth Pet July 6 Ord July 6

HOLYOAKE, WALTER, Leicester, Brewer's Traveller Leicester Pet July 6 Ord July 6

HUGHES, JOHN, Higher Tranmere, Birkenhead, late Builder Birkenhead Pet July 8 Ord July 8

INGANNI, FRANCESCO, Newcastle on Tyne, Picture Frame Dealer Newcastle on Tyne Pet July 8 Ord July 8

JENAWAY, NATHANIEL GRIMES, Newbold on Stour, Worcs, Miller Banbury Pet May 29 Ord July 6

JOHNSON, ROBERT, Norwich, Licensed Victualler Norwich Pet July 6 Ord July 7

JOHNSON, WALTER ROBERT, Poplars avenue, Willesden park High Court Pet May 28 Ord July 8

KESSANLY, THOMAS, and GILBERT STUART LOCKYER, Adelaide st, Strand, Advertising Agents High Court Pet April 11 Ord July 8

LE NEVEU, HERBERT COOK, and GEORGE RATE, Leicester, Boot Manufacturers Leicester Pet July 1 Ord July 8

LEWIS, ESTHER, Ton Pentre, Glam, Boot Dealer Pontypridd Pet July 3 Ord July 8

LEWIS, JOHN DAVID, Skewen, Glam, Shipwright Neath Pet July 7 Ord July 7

LLOYD, GEORGE, Heaton, Newcastle on Tyne, Soap Agent Newcastle on Tyne Pet June 8 Ord July 6

MAY, WILLIAM TRELEAVEN, St Austell, Cornwall, Butcher Truro Pet July 2 Ord July 6

OVEREND, GEORGE, Bradford, Furniture Dealer Bradford Pet July 8 Ord July 8

PARKER, MARIA, and WILLIAM HENRY PARKER, Bradford, Stuff Merchants Bradford Pet July 4 Ord July 4

REAVY, DANIEL, Hulme, Manchester, Boot Dealer Manchester Pet July 8 Ord July 8

RICE, EDWARD WILLIAM, Ditchling, Sussex, Gent Lewes and Eastbourne Ord July 6

ROTHERA, GEORGE THOMAS, Halifax, Stationer Halifax Pet July 7 Ord July 7

SCOTT, MARION, Tean, Checkley, Staffs, Draper Stoke upon Trent and Longton Pet July 7 Ord July 7

SHAW, WILLIAM EDWIN, Cadoxton juxta Neath, Glam, Nurseryman Neath Pet June 22 Ord July 8

SPURRIER, THOMAS, and WILLIAM JOHN EARL HENLEY, Upper Norwood, Surrey, Builders Croydon Pet June 11 Ord July 6

TAYLOR, HERBERT CHARLES, jun, Phillimore grdns High Court Pet Apr 23 Ord July 7

TOYE, STEPHEN, Montgomery, Coal Merchant Newtown Pet June 9 Ord July 7

WILLIAMS, BENJAMIN, Orrell, nr Wigan, Grocer Wigan Pet July 3 Ord July 8

WINKLE, JAMES BLAKE, Walsall, Boot Dealer Walsall Pet July 6 Ord July 6

London Gazette.—TUESDAY, July 14.

RECEIVING ORDERS.

ALEXANDER, JOSIAS, JOSIAS ALEXANDER, the younger, ALBERT ALEXANDER, and GEORGE WILLIAM RAND, Threadneedle st, Corn Brokers High Court Pet July 9 Ord July 9

ALLAN, ROBERT JAMES, New Wandsworth, Surrey, Steamship Broker Wandsworth Pet June 23 Ord July 9

BATES, ROBERT, Kilburn, Miller High Court Pet July 8 Ord July 13

BENBOW, WILLIAM, Grundy st, Poplar, Baker, High Court Pet July 13 Ord July 13

BERMAN, VICTOR E, late of Birmingham, Boot Dealer Birmingham Pet June 22 Ord July 9

BRADLEY, CHARLES, South Oldham, Machinist Oldham Pet July 10 Ord July 10

CARTER, FREDERICK GEORGE, and HARRY EDWARD CARTER, Maidenhead, Berks, Oilmen Windsor Pet July 8 Ord July 8

CHIVERTON, EMMA, Portsea, Fruiterer Portsmouth Pet July 9 Ord July 9

CRACKNELL, SARAH ELIZABETH, Sudbury, Suffolk, Harness Maker Colchester Pet July 11 Ord July 11

DEADMAN WALTER, Hastings, Grocer Hastings Pet June 25 Ord July 8

DRAFFIN, B, Chorlton upon Medlock, Manchester, Bookkeeper Manchester Pet June 16 Ord July 10

EVANS, DAVID HUGH, Lampeter, Cardiganshire, Cabinet Maker Carmarthen Pet July 10 Ord July 10

FARTHING, NEHEMIAH, Clifton, Glos, Commission Agent Bristol Pet July 9 Ord July 9

FOSTER, ALFRED, Stamford, Lincs, Stationer Peterborough Pet July 9 Ord July 9

GANDER, PETER NEWMAN, Bexhill on Sea, Sussex, Carrier Hastings Pet July 8 Ord July 9

GROVES, JOHN, South Bowood, Netherbury, Dorset, retired Major Dorchester Pet June 26 Ord July 9

HAMILTON, GEORGE, Mile End rd, Agent for the Free Gospel Mission High Court Pet June 24 Ord July 10

HARDY, JOHN, Blackwood, Mon, Carpenter Tredegar Pet July 10 Ord July 10

HART, JOHN, Sonning, Berks, Commission Agent Reading Pet June 26 Ord July 7

HARTLEY, SAMUEL, and RICHARD CARTER, Blackburn, Cotton Spinners Blackburn Pet July 1 Ord July 10

HEAP, JAMES, and PETER HEAP, Burnley, Cotton Manufacturers Burnley Pet July 9 Ord July 9

HOLLIDAY, JOHN TYSON, Lowca Height, nr Parton, Cumbrid, Farmer Whitehaven Pet July 8 Ord July 8

JACKSON, THOMAS, Newcastle on Tyne, Travelling Draper Newcastle on Tyne Pet July 1 Ord July 11

JONES, JOHN JAMES, Porth, Glam, Painter Pontypridd Pet July 9 Ord July 9

LENNOX, ALLISON BELL, Wellington rd, Enfield, Commercial Traveller Edmonton Pet June 29 Ord July 8

LEWIS, THOMAS DAVID, Pontlottyn, Gelligaer, Glam, Accountant Merthyr Tydfil Pet July 11 Ord July 11

MARTIN, EDWARD, St Swithin's lane, Commission Agent High Court Pet April 18 Ord July 8

NIMAN, ARCHER, Leeds, Draper Leeds Pet July 10 Ord July 10

NUNN, PHILIP, Lamb's Conduit st, Wine Merchant High Court Pet July 8 Ord July 8

PITT, HENRY, Newport, Salop, late Farmer Stafford Pet July 9 Ord July 9

ROBERTS, HENRY THOMAS, Aston, Warwickshire, Builder Birmingham Pet July 7 Ord July 7

ROSE, EMILY LAVINIA, Brecon, Hotel Keeper Merthyr Tydfil Pet July 10 Ord July 10

ROSE, JOHN HENRY, Ingram, Lincs, Butcher Lincoln Pet July 9 Ord July 9

RUSSELL, WILLIAM, Kingsland, Herefordshire, Timber Haulier Leominster Pet July 11 Ord July 11

TAYLOR, ROBERT SCOTT, and MARY JUDITH TAYLOR, Blyth, Northumbrid, General Drapers Newcastle on Tyne Pet July 11 Ord July 11

TAYLOR, WILLIAM, Birmingham, late Baker Birmingham Pet July 10 Ord July 10

TOMPSETT, CHARLES ELI, Erith, Kent, Grocer Rochester Pet July 10 Ord July 10

WENDEN, WALTER WILLIAM, Chelmsford, Essex, Licensed Victualler Chelmsford Pet June 25 Ord July 7

WILSON, JOHN, Waterloo, Lancs, Salesman Liverpool Pet July 9 Ord July 9

WILSON, WILLIAM, Buxton, Joiner Stockport Pet July 9 Ord July 9

WRIGHT, JOHN, Derby, Coal Dealer Derby Pet July 6 Ord July 6

WRIGHT, SAMUEL, Lincoln, Grocer Lincoln Pet July 9 Ord July 9

YORKE, WILLIAM OWEN, Kettering, Northamptonshire, Boot Manufacturer Northampton Pet June 29 Ord July 11

FIRST MEETINGS.

BATES, ROBERT, Kilburn, Miller July 24 at 12 33, Carey st, Lincoln's inn

BETTERIDGE, THOMAS, Coalville, Leics, Gardener July 29 at 11.30 Midland Hotel, Station st, Burton on Trent

BROADBENT, SAMUEL BRAITHWAITE, Heaton Moor, nr Stockport, Commercial Traveller July 21 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

CULLEN, MARY, Brockley Park, Forest Hill, Kent, Spinster July 21 at 11.30 24, Railway approach, London Bridge

DAVIES, JOHN, Shepscombe, Painswick, Glos, Steam Threshing Machine Worker July 21 at 3 Off Rec, Gloucester

DAVIES, THEOPHILUS, Pontlottyn, Glam, Grocer July 22 at 3 Off Rec, Merthyr Tydfil

DIXON, GEORGE THOMAS, Dersingham, Norfolk, Grocer July 25 at 1 Off Rec, 8, King st, Norwich

ERWOOD, CHARLES WILLIAM, Aldersgate st, Dressing Bag Maker July 28 at 12 33, Carey st, Lincoln's inn

ESKDALE, JOHN WILLIAM, Barry, Glam July 21 at 12 Off Rec, 29, Queen st, Cardiff

FARTHING, NEHEMIAH, Clifton, Glos, Commission Agent July 24 at 3.30 Off Rec, Bank chmbrs, Bristol

FLOYD, CHARLES ASHBURNHAM, Park pl, St James's, Gent July 22 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

FOSTER, ALFRED, Stamford, Stationer July 28 at 12 Law Courts, New rd, Peterborough

GAMGEE, JOHN, Church st, Westminster, Engineer July 28 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

GURNEY, ALFRED HALLIDAY, and EDWARD WILLIAM JENKINS, Lime st, India Commission Merchants July 22 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HOLLIDAY, JOHN TYSON, Lowca Height, nr Parton, Cumbrid, Farmer July 23 at 2 67, Duke st, Whitehaven

HOBMAN, GEORGE WILLIAM, Leeds, late Licensed Victualler July 22 at 11 Off Rec, 22, Park row, Leeds

JAFFESON, JAMES, Mile End rd, Tobacconist July 24 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JOHNSON, ROBERT, Norwich, Licensed Victualler July 25 at 11 Off Rec, 8, King st, Norwich

JOHNSON, WALTER ROBERT, Poplars avenue, Willesden Park July 24 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

KEMPF, ADOLPH, Gt Tower st July 22 at 1 33, Carey st, Lincoln's inn

LE NEVEU, HERBERT COOK, and GEORGE RATE, Leicester Boot Manufacturers July 22 at 3 Off Rec, 34, Friar lane, Leicester

LEWIS, JOHN DAVID, Skewen, Glam, Shipwright July 22 at 12 Off Rec, 97, Oxford st, Swansea

LOUND, JOHN ADAMS, Theobald's rd July 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

NEWBON, CHARLES, Hulme, Manchester, Leather Lace Manufacturer July 21 at 2 30 Ogden's chmbrs, Bridge st, Manchester

NUNN, PHILIP, Lamb's Conduit st, Wine Merchant July 22 at 2 30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

OVEREND, GEORGE, Bradford, Furniture Dealer July 22 at 11 Off Rec, 31, Manor row, Bradford

PARSONS, F., Lavender rd, Clapham Junction, Builder July 22 at 11 24, Railway app, London bridge

PITT, HENRY, Newport, Salop, late Farmer July 23 at 11.30 Off Rec, Stafford

POWELL, OWEN, Pontypridd, Glam, General Dealer July 22 at 12 Off Rec, Merthyr Tydfil

SHEARER, JOHN HENRY, Sheffield, Sheep Shear Manufacturer July 24 at 3 Off Rec, Figtree lane, Sheffield

SHRAPNEL, PHILIP, Cheapside July 29 at 12 33, Carey st, Lincoln's inn

TOMPSETT, CHARLES ELI, Erith, Kent, Grocer July 27 at 11.30 Off Rec, High st, Rochester

WEBB, JAMES SIMKINS, Hatfield, Herts, Butcher July 21 at 12 5, Verulam st, St Albans

WELLS, EBENEZER, Brighton, Auctioneer July 22 at 11 Off Rec, 4, Pavilion bldgs, Brighton
WILLIAMS, JOHN WILLIAM, Mildenhall, Suffolk, Auctioneer July 21 at 12.30 36, Princes st, Ipswich
WILSON, ALEXANDER, Anerley, Surrey, Rate Collector July 22 at 11.30 24, Railway app, London Bridge
WINDER, JOHN, Burnley, Boot Maker Aug 6 at 1 Exchange Hotel, Nicholas st, Burnley
WOOD, WALTER JAMES, Weston, nr Bath, Grocer July 23 at 12 1, Abbey st, Bath
WRIGHT, JOHN, Derby, Coal Dealer July 21 at 2.30 Off Rec, St James's chmbrs, Derby

ADJUDICATIONS.

BOSCOE, H E, and JOHN DANIEL DOPSON, Liverpool, Corn Merchants Liverpool Pet May 25 Ord July 9
BOWER, SAMUEL, Shepley, nr, Huddersfield, Clothier Huddersfield Pet June 23 Ord July 10
BRADLEY, CHARLES, South Oldham, Machinist Oldham Pet July 10 Ord July 10
CARTER, FREDERICK GEORGE, and HARRY EDWARD CARTER, Maidenhead, Berks, Oilmen Windsor Pet July 8 Ord July 8
CHIVERTON, EMMA, Portsea, Fruiterer Portsmouth Pet July 8 Ord July 9
CLARKE, CHARLES, Kingston upon Hull, Plasterer Kingston upon Hull Pet July 7 Ord July 7
CRACKNELL, SARAH ELIZABETH, Sudbury, Suffolk, Harness Maker Colchester Pet July 11 Ord July 11
DEARNLEY, THOMAS WOOD, Honley, nr Huddersfield, Woollen Manufacturer Huddersfield Pet May 30 Ord July 9
EVANS, DAVID HUGH, Lampeter, Cardiganshire, Cabinet Maker Carmarthen Pet July 10 Ord July 10
FARTHING, NEHEMIAH, Clifton, Bristol, Commission Agent Bristol Pet July 9 Ord July 9
FOOT, HENRY BOND, Cavendish, Suffolk, Silk Manufacturer Cambridge Pet May 26 Ord July 9
FOSTER, ALFRED, Stamford, Stationer Peterborough Pet July 8 Ord July 9
GILLARD, THOMAS PETHICK, Advent, nr Camelford, Cornwall, Farmer Truro Pet June 2 Ord July 11
GOVETT, GEORGE SLOCOMBE, Whitnell, Fiddington, Somerset late Farmer Bridgwater Pet July 2 Ord July 9
HARDY, JOHN, Blackwood, Mon, Carpenter Tredegar Pet July 10 Ord July 10
HEAP, JAMES, and PETER HEAP, Burnley, Cotton Manufacturers Burnley Pet July 9 Ord July 9
HOBMAN, GEORGE WILLIAM, Leeds, Licensed Victualler Leeds Pet June 29 Ord July 8
HOLLIDAY, JOHN TYSON, Lowca Height, nr Parton, Cumberland, Farmer Whitehaven Pet July 8 Ord July 8
JAGGER, JOE STOTT, Doncaster, Auctioneer Sheffield Pet April 25 Ord July 10
KEOGH, FREDERICK, Church st, Islington, Pianoforte Dealer High Court Pet July 7 Ord July 9
LEWIS, THOMAS DAVID, Pontlottyn, Gelligaer, Glam, Accountant Merthyr Tydfil Pet July 11 Ord July 11
NEWBON, CHARLES, Hulme, Manchester, Leather Lace Manufacturer Manchester Pet July 8 Ord July 11
NIMAN, ARCHER, Leeds, Draper Leeds Pet July 10 Ord July 10
OWEN, JOHN, Dwyran, Anglesey, Farmer Bangor Pet June 16 Ord July 11
PITT, HENRY, Newport, Salop, late Farmer Stafford Pet July 9 Ord July 9
ROBERTS, HENRY THOMAS, Ashton, Warwickshire, Builder Birmingham Pet July 7 Ord July 10
ROBERTS, JOHN, Hassocks, Sussex, retired Capt in the Navy Brighton Pet June 25 Ord July 11
ROSE, EMILY LAVINIA, Brecon, Hotel Keeper Merthyr Tydfil Pet July 10 Ord July 10
ROSE, JOHN HENRY, Ingham, Lincs, Butcher Lincoln Pet July 9 Ord July 9
ROWLANDS, CHARLES, Gwrhay, nr Argoed, Mon, Carpenter Newport, Mon Pet July 2 Ord July 9
RUSSELL, WILLIAM, Kingsland, Herefordshire, Timber Haulier Leominster Pet July 10 Ord July 11
RUTTER, JOHN TIREMAN, Bishopwearmouth, Sunderland, Grocer Sunderland Pet July 7 Ord July 10
SMITH, PETER, Bradford, Auctioneer Bradford Pet June 16 Ord July 9
SMITHER, BRYAN WILLIAM, Luton, Beds, Draper Luton Pet June 9 Ord July 9
STEELE, ALFRED HENRY, Dover, Builder Canterbury Pet June 19 Ord July 10
TAYLOR, ROBERT SCOTT, and MARY JUDITH TAYLOR, Blyth, Northumbrid, General Drapers Newcastle on Tyne Pet July 11 Ord July 11
TOMPSETT, CHARLES ELI, Erith, Kent, Grocer Rochester Pet July 10 Ord July 10
WILSON, WILLIAM, Buxton, Joiner Stockport Pet July 9 Ord July 9
WRIGHT, JOHN, Derby, Coal Dealer Derby Pet July 6 Ord July 10
WRIGHT, SAMUEL, Lincoln, Grocer Lincoln Pet July 9 Ord July 9

ADJUDICATION ANNULLED.

THORP, SARAH ELIZA, Manchester, Umbrella Manufacturer Manchester Adjud May 6 Annul July 10

SALES OF ENSUING WEEK.

July 21.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, this week, p. 4).
July 22.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., Freehold Estate (see advertisement, July 11, p. 4).
July 23.—H. C. NEWSON, Esq., at the Mart, E.C., at 12 for 1 o'clock, Freehold Estate (see advertisement, July 4, p. 601).
July 24.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Investment (see advertisement, this week, p. 4).
July 24.—Messrs. G. GOULDSMITH, SON, & Co., at the Mart, E.C., at 2 o'clock, Leasehold Ground Rents (see advertisement, July 11, p. 602).